

<b>SOLICITATION/CONTRACT</b>				REQUISITION NUMBER <b>N66604-3101-11X6</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-C9</b>		PAGE 1 OF <b>49</b>	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 033701, 5912G											
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER <b>N66604-03-R-3701</b>		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE <b>2003 MAY 12</b>			
7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5912, Simonpietri Drive Newport, RI 02841-1708  boehlercrg@npt.nuwc.navy.mil				CODE <b>N66604</b>		8. THIS ACQUISITION IS  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> UNRESTRICTED  <input checked="" type="checkbox"/> SET ASIDE: <b>100%</b> FOR  <input type="checkbox"/> SMALL BUSINESS </div> <div> <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS  <input type="checkbox"/> COMBINED SMALL BUSINESS &amp; LABOR SURPLUS AREA CONCERNS  <input type="checkbox"/> OTHER: </div> </div> <div style="display: flex; justify-content: space-between;"> <div>NAICS CODE <b>541330</b></div> <div>SIZE STANDARD <b>\$23.0M</b></div> </div>					
9. <b>SOLICITATION:</b> SEALED OFFERS IN ORIGINAL AND <b>2</b> COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON <b>2003 JUNE 26</b> . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. <b><u>SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.</u></b>											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES    Environmental, safety, occupational health, operational security, and facility-related services											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____					
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____						PAS# _____ SCD _____					
14. PAYMENT WILL BE MADE BY _____ CODE _____											
TELEPHONE NO. _____ DUNS NO. _____						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: <b>See Section G.</b>					
15. PROMPT PAY DISCOUNT _____						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION _____ 10 U.S.C. 2304 (C) _____ 41 U.S.C. 253 (C) _____					
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES					19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
	(SEE PAGE 2)										
23. ACCOUNTING AND APPROPRIATION DATA									24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)		
25. <input type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>3</b> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <b>ALL ITEMS</b>					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)						DATE SIGNED			NAME OF CONTRACTING OFFICER		

NO RESPONSE FOR REASONS CHECKED			
<input type="checkbox"/>	CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	UNABLE TO IDENTIFY ITEM(S)		<input type="checkbox"/> DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	OTHER (Specify)		
<input type="checkbox"/>	WE DO	<input type="checkbox"/>	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
NAME AND ADDRESS OF FIRM (Include Zip Code)			SIGNATURE
			TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX  
STAMP  
HERE

TO:

Commercial Acquisition Department, Building 11  
Naval Undersea Warfare Center Division, Newport  
Code 593  
Simonpietri Drive  
Newport, RI 02841-1708

SOLICITATION NO. N66604-03-R-3701  
DATE AND LOCAL TIME 2003 JUNE 26, 2:00 P.M.

## SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

### BX18 SUPPLIES/SERVICES AND PRICES - IDIQ WITH AWARD-TERM PROVISIONS

(a) This is an indefinite delivery - indefinite quantity contract with cost plus fixed fee provisions. Individual Orders under this contract will be issued on either a term or completion form basis.

(b) The Contractor shall, in accordance with orders issued by the ordering officer, perform work assignments within the parameters of the Statement of Work.

(c) The services and material to be ordered hereunder shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8), the terms of which are construed to apply, on an individual basis, to each order issued. For the purpose of establishing the fixed fee for each order issued under this contract, refer to the clause in this section entitled, Payment of Fixed Fee.

(d) This contract consists of a five- (5) year base period followed by five 1-year Award Terms. Depending on performance awards, the total performance period for this contract could be ten (10) years. All terms are subject to the clause herein entitled, Indefinite Quantity (FAR 52.216-22). Also, see Clause HX110, Award Term.

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
0001	<b>Base Period:</b> SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33, from contract effective date to 60 months after the contract effective date.	1	JO	
		Estimated Cost:	\$	*
		Fixed Fee:	\$	*
		Total CPFF:	\$	*
0002	<b>First Award Term:</b> SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33, from 60 months after the contract effective date for 12 months thereafter.	1	JO	
		Estimated Cost:	\$	*
		Fixed Fee:	\$	*
		Total CPFF:	\$	*
0003	<b>Second Award Term:</b> SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33, from 72 months after the contract effective date for 12 months thereafter.	1	JO	
		Estimated Cost:	\$	*
		Fixed Fee:	\$	*
		Total CPFF:	\$	*
0004	<b>Third Award Term:</b> SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33, from 84 months after the contract effective date for 12 months thereafter.	1	JO	
		Estimated Cost:	\$	*
		Fixed Fee:	\$	*
		Total CPFF:	\$	*
0005	<b>Fourth Award Term:</b> SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33, from 96 months after the contract effective date for 12 months thereafter.	1	JO	
		Estimated Cost:	\$	*
		Fixed Fee:	\$	*
		Total CPFF:	\$	*
0006	<b>Fifth Award Term:</b> SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33, from 108 months after the contract effective date for 12 months thereafter.	1	JO	
		Estimated Cost:	\$	*
		Fixed Fee:	\$	*
		Total CPFF:	\$	*

0007 DATA per Exhibit "A", Contract Data 1 LO NSP  
Requirements List (CDRL), DD Form 1423, per  
the orders issued hereunder.

\* Offeror shall insert amounts.

### **BX33 LEVEL OF EFFORT – IDIQ (SEP 2001)**

(a) The estimated level of effort to be ordered during the term of this contract is 193,140 man-hours for the base period and 38,628 man-hours for each award term. The level of effort could total 386,280 man-hours, including authorized subcontract labor, if any. The level of effort is expected to occur evenly over the contract term. The Contractor shall not, under any circumstances, exceed 100% of the total level of effort specified for each contract line item number (CLIN) of this contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

#### **Base Period (CLIN 0001):**

<u>Labor Category</u>	<u>eCraft Category</u>	<u>Man-hours Contractor Site</u>	<u>Man-hours Government Site</u>
Manager, Program/Project III*	MANP3	4000	
Analyst I	AN1		10000
Analyst II*	AN2		10000
Analyst, IT Systems I	ANCS1		20000
Analyst, IT Systems II	ANCS2		10000
Analyst, Management I*	ANM1		20000
Analyst, Management II*	ANM2	5000	10000
Chemist I	CHEM1	1600	
Engineer, Acoustical I	EA1	1040	
Engineer, Computer III*	EC3		20000
Engineer, Design II	ED2	7500	
Scientist I*	S1		20000
Scientist II*	S2		10000
Scientist III*	S3	10000	
Specialist, Training I	ST1	4500	
Technical Writer, Supervisory	TECW	5000	
Technical Writer	29480	5000	
Technician, Laboratory (Testing)	29210	1500	
Drafter II	29062	9000	
Illustrator II	13042	1500	
Word Processor II	01612	7500	
<b>Totals</b>		<b>63140</b>	<b>130000</b>

\* denotes Key Personnel labor categories

#### **First Award Term (CLIN 0002):**

<u>Labor Category</u>	<u>eCraft Category</u>	<u>Man-hours Contractor Site</u>	<u>Man-hours Government Site</u>
Manager, Program/Project III*	MANP3	800	
Analyst I	AN1		2000
Analyst II*	AN2		2000
Analyst, IT Systems I	ANCS1		4000
Analyst, IT Systems II	ANCS2		2000
Analyst, Management I*	ANM1		4000
Analyst, Management II*	ANM2	1000	2000
Chemist I	CHEM1	320	

Engineer, Acoustical I	EA1	208	
Engineer, Computer III*	EC3		4000
Engineer, Design II	ED2	1500	
Scientist I*	S1		4000
Scientist II*	S2		2000
Scientist III*	S3	2000	
Specialist, Training I	ST1	900	
Technical Writer, Supervisory	TECW	1000	
Technical Writer	29480	1000	
Technician, Laboratory (Testing)	29210	300	
Drafter II	29062	1800	
Illustrator II	13042	300	
Word Processor II	01612	1500	
<b>Totals</b>		<b>12628</b>	<b>26000</b>

\* denotes Key Personnel labor categories

**Second Award Term (CLIN 0003):**

<u>Labor Category</u>	<u>eCraft Category</u>	<u>Man-hours Contractor Site</u>	<u>Man-hours Government Site</u>
Manager, Program/Project III*	MANP3	800	
Analyst I	AN1		2000
Analyst II*	AN2		2000
Analyst, IT Systems I	ANCS1		4000
Analyst, IT Systems II	ANCS2		2000
Analyst, Management I*	ANM1		4000
Analyst, Management II*	ANM2	1000	2000
Chemist I	CHEM1	320	
Engineer, Acoustical I	EA1	208	
Engineer, Computer III*	EC3		4000
Engineer, Design II	ED2	1500	
Scientist I*	S1		4000
Scientist II*	S2		2000
Scientist III*	S3	2000	
Specialist, Training I	ST1	900	
Technical Writer, Supervisory	TECW	1000	
Technical Writer	29480	1000	
Technician, Laboratory (Testing)	29210	300	
Drafter II	29062	1800	
Illustrator II	13042	300	
Word Processor II	01612	1500	
<b>Totals</b>		<b>12628</b>	<b>26000</b>

\* denotes Key Personnel labor categories

**Third Award Term (CLIN 0004):**

<u>Labor Category</u>	<u>eCraft Category</u>	<u>Man-hours Contractor Site</u>	<u>Man-hours Government Site</u>
Manager, Program/Project III*	MANP3	800	
Analyst I	AN1		2000
Analyst II*	AN2		2000
Analyst, IT Systems I	ANCS1		4000
Analyst, IT Systems II	ANCS2		2000
Analyst, Management I*	ANM1		4000

Analyst, Management II*	ANM2	1000	2000
Chemist I	CHEM1	320	
Engineer, Acoustical I	EA1	208	
Engineer, Computer III*	EC3		4000
Engineer, Design II	ED2	1500	
Scientist I*	S1		4000
Scientist II*	S2		2000
Scientist III*	S3	2000	
Specialist, Training I	ST1	900	
Technical Writer, Supervisory	TECW	1000	
Technical Writer	29480	1000	
Technician, Laboratory (Testing)	29210	300	
Drafter II	29062	1800	
Illustrator II	13042	300	
Word Processor II	01612	1500	
<b>Totals</b>		<b>12628</b>	<b>26000</b>

\* denotes Key Personnel labor categories

**Fourth Award Term (CLIN 0005):**

<u>Labor Category</u>	<u>eCraft Category</u>	<u>Man-hours Contractor Site</u>	<u>Man-hours Government Site</u>
Manager, Program/Project III*	MANP3	800	
Analyst I	AN1		2000
Analyst II*	AN2		2000
Analyst, IT Systems I	ANCS1		4000
Analyst, IT Systems II	ANCS2		2000
Analyst, Management I*	ANM1		4000
Analyst, Management II*	ANM2	1000	2000
Chemist I	CHEM1	320	
Engineer, Acoustical I	EA1	208	
Engineer, Computer III*	EC3		4000
Engineer, Design II	ED2	1500	
Scientist I*	S1		4000
Scientist II*	S2		2000
Scientist III*	S3	2000	
Specialist, Training I	ST1	900	
Technical Writer, Supervisory	TECW	1000	
Technical Writer	29480	1000	
Technician, Laboratory (Testing)	29210	300	
Drafter II	29062	1800	
Illustrator II	13042	300	
Word Processor II	01612	1500	
<b>Totals</b>		<b>12628</b>	<b>26000</b>

\* denotes Key Personnel labor categories

**Fifth Award Term (CLIN 0006):**

<u>Labor Category</u>	<u>eCraft Category</u>	<u>Man-hours Contractor Site</u>	<u>Man-hours Government Site</u>
Manager, Program/Project III*	MANP3	800	
Analyst I	AN1		2000
Analyst II*	AN2		2000
Analyst, IT Systems I	ANCS1		4000

Analyst, IT Systems II	ANCS2		2000
Analyst, Management I*	ANM1		4000
Analyst, Management II*	ANM2	1000	2000
Chemist I	CHEM1	320	
Engineer, Acoustical I	EA1	208	
Engineer, Computer III*	EC3		4000
Engineer, Design II	ED2	1500	
Scientist I*	S1		4000
Scientist II*	S2		2000
Scientist III*	S3	2000	
Specialist, Training I	ST1	900	
Technical Writer, Supervisory	TECW	1000	
Technical Writer	29480	1000	
Technician, Laboratory (Testing)	29210	300	
Drafter II	29062	1800	
Illustrator II	13042	300	
Word Processor II	01612	1500	
<b>Totals</b>		<b>12628</b>	<b>26000</b>

\* denotes Key Personnel labor categories

(b) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(c) In the event that less than 100% of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, of the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

- (1) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort; or
- (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Orders.

(1) An estimated level of effort shall be established for each completion form order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement.

(2) Within thirty days after completion of the work under each completion form order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The Contractor's estimate of the total allowable cost incurred under the order; and
- (ii) In the case of a cost underrun, the amount by which the estimated cost of the order may be reduced to recover excess funds.

(e) Term Form Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

- (i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

(2) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.

(3) In performing term form orders, the Contractor may use any combination of hours of the labor categories listed in the order.

(4) Within thirty days after completion of the work under each term form order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the order schedule, including the identification of the key employees utilized;
- (ii) The Contractor's estimate of the total allowable cost incurred under the order; and
- (iii) In the case of a cost underrun, the amount by which the estimated cost of the order may be reduced to recover excess funds.

(5) In the event that less than 100% of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

- (i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or
- (ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(6) In the event that the expended level of effort of a term order exceeds the established level of effort by 10% or less, but does not exceed the estimated cost of the order; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the Contractor and Government may agree on a change to the order level of effort with an equitable adjustment for both cost and fee.

### **B38 OFFERS FOR LESS THAN THE TOTAL LEVEL OF EFFORT ARE UNACCEPTABLE**

Except as provided in L33 entitled, "Alternate Labor Categories", offers for less than the total quantity for all items are UNACCEPTABLE.

### **B52 PAYMENT OF FIXED FEE - IDIQ (MAY 2001)**

(a) The fixed fee specified in Section B is the maximum fee that may be paid under this contract. The Government shall pay fixed fee as provided in this clause. This fee shall be paid, subject to any adjustment required by other clauses of this contract, in installments at the time of each provisional payment for reimbursement of allowable cost.

(b) A fixed fee shall be established for each order issued under this contract. The fixed fee shall be established by dividing the level of effort (direct man-hours) stated in the order by the total contract level of effort (direct man-hours) and multiplying the result by the total contract fixed fee. The amount of each installment payment of fixed



fee shall be determined by dividing the net direct labor hours expended during the period by the level of effort established in the order and multiplying the result by the total fixed fee established in the order.

(c) Completion Orders. The Contractor is entitled to the full fixed fee amount upon the acceptable completion of the order.

(d) Term Orders. Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

(e) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable until the total contract fee withheld reaches the stated maximum of \$100,000. Invoices submitted under the individual orders shall indicate fixed fee withheld.

## **SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT**

### **C12 STATEMENT OF WORK - IDIQ (SEP 2001)**

Services shall be performed in accordance with the Statements of Work which are included in the individual orders. These Statements of Work detail efforts that fall within the scope of the basic contract Statement of Work, Attachment #1.

### **C16 COST AND PERFORMANCE REPORTING (MAY 2001)**

(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of contract award. Failure to comply with this requirement may result in contract termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Contracting Officer's Representative identified in the contract.

(2) Scope and Content.

(i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.

(ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after contract award. Approval will be indicated by e-mail notification from eCraft.

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 591.

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the contract. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

(i) Submission. Submit report monthly beginning 30 days after contract award.

(ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:

(iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code \_\_.

(iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

## C21 PERSONNEL QUALIFICATIONS

(a) Qualifications. The Contractor shall provide personnel having the minimum levels of professional/technical experience and education specified for each labor category in Attachment #2, Personnel Qualifications Sheets. Specialized experience shall have been obtained in the areas indicated by the labor qualifications and the Statement of Work. In addition, Key Personnel are subject to the terms of the clause entitled, Key Personnel.

(b) Workmanship. Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(c) Job Functions. The functions to be performed by personnel, both Key and Non-Key shall reasonably correspond to the title of the Labor Category. For example, design of electrical components may not be performed by an individual listed in the Typist labor category, nor may typist functions be performed by an individual listed in the Electrical Engineer labor category.

## **C24 SECURITY REQUIREMENTS**

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

## **C25 ACCESS TO GOVERNMENT SITE (DEC 2001)**

- (a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.
- (b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.
- (c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <https://www.npt.nuwc.navy.mil/envpol00.htm>.
- (d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.
- (e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

## **SECTION D PACKAGING AND MARKING**

### **D11 PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)**

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: *(from DD Form 1447 Block 2 or DD Form 1155 Block 1)*  
ORDER NUMBER (if an Indefinite Delivery contract): *(from DD Form 1155 Block 2)*  
REQUISITION NUMBER: *(from DD Form 1447, except for orders use DD Form 1155 Block 4)*  
MARK FOR: (to be named on orders issued hereunder)

Name	Code	Telephone No.
------	------	---------------

### **D20 DELIVERY OF DATA (SEP 2001)**

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport  
Contract, Order, and Exhibit Line Item Number (ELIN)  
Report Title  
Date of Report  
Contractor Name (division which generated the report)

## **D24 PROHIBITED PACKING MATERIALS**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

## **D25 HAZARDOUS MATERIAL**

Hazardous materials to be shipped by any mode or combination of modes of transportation shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

<u>TYPE OF SHIPMENT</u>	<u>APPLICABLE REGULATIONS</u>
1. Domestic	A
2. Domestic Air Commercial	A,B,C
3. Domestic Air Military	A,F
4. Export Surface	A,E,G
5. Export Air Commercial	A,D,G
6. Export Air Military (MAC)	F,G

### LIST OF REGULATIONS

- A. Code of Federal Regulations Title 49 Transportation Parts 100-199
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6-D
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Air Shipment
- G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

## **SECTION E INSPECTION AND ACCEPTANCE**

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	(APR 1984)

## **E14 INSPECTION AND ACCEPTANCE OF SERVICES**

The Contracting Officer's Representative (COR) or the Alternate COR, as evidenced by a signed Certificate of Final Acceptance (COFA) memorandum, shall perform inspection and acceptance of the services being furnished. The COFA shall be signed only by the COR or Alternate COR designated in clause G17.

## **SECTION F DELIVERIES OR PERFORMANCE**

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER - ALT I (APR 1984)	(AUG 1989)
52.247-34	F.O.B. DESTINATION	(NOV 1991)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	(APR 1984)

**F18 DELIVERY AT DESTINATION (AUG 1999)**

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer  
Naval Undersea Warfare Center, Division Newport  
Naval Station Newport, Bldg. 47  
47 Chandler Street  
Newport, RI 02841-1708

**FX20 PERFORMANCE PERIOD – AWARD TERM**

(a) For planning and proposal purposes this contract will become effective on 1 October 2003. The actual effective date shall be established at contract award and will be set forth on the face page of the contract. The ordering period shall end 57 months after effective date of contract for the base period. If an Award Term is awarded, this ordering period shall be extended an additional 12 months from the end of the previous period for each Award Term.

(b) The performance period shall continue until 60 months after effective date of contract for the base period. If an Award Term is awarded, the performance period shall be extended an additional 12 months for each Award Term. The total performance period shall not exceed 120 months after effective date of contract.

(c) Individual orders will specify a beginning date and an ending date. Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

**F23 DELIVERY OF DATA - IDIQ (SEP 2001)**

Place and time of delivery of data shall be as specified on the DD Form 1423, Contract Data Requirements List (CDRL), supplied with each order. CDRLs included in the basic contract are representative of data likely to be required during performance. The CDRLs furnished with the individual Orders shall control. Any change in the delivery of data must be made by a formal modification to the order.

**F30 PLACE OF PERFORMANCE (SEP 2001)**

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual orders may specify locations where work shall be performed.

(b) Sea travel and work aboard Government warships or vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Naval warship or vessel.

(c) The Contractor is responsible for making all needed arrangements for its personnel. This includes but is not limited to travel reservations, medical examinations, immunization, passports, visas, and security clearances.

(d) Travel outside the continental United States may be required; see Section I for clauses relating to overseas travel.

**F40 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (AUG 1999)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity

to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

## SECTION G CONTRACT ADMINISTRATION DATA

### G1 SUBMISSION OF INVOICES -- COST REIMBURSEMENT (MAY 2001)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor [C2] at the following address: See clause G12, Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

**G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2001)**

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.
- (d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.
- (e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.
- (f) The address and telephone number of the Contracting Officer is:

**Name:** E. M. (Skip) Cannata

**Address:** Commercial Acquisition Department, Building 11  
Naval Undersea Warfare Center Division, Newport  
Code 5912  
Simonpietri Drive  
Newport, RI 02841-1708

**Telephone:** Commercial: 401-832-1441; DSN: 920- 1441

**Email:** cannataem@npt.nuwc.navy.mil

**G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)**

- (a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.
- (b) **PCO RETAINED FUNCTIONS**. The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.
- (3) Conduct post-award orientation conferences.
  - (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
  - (44) Perform engineering analyses of contractor cost proposals.
  - (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
  - (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
  - (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.
- (c) **ACO DELEGATED FUNCTIONS**. The Administrative Contracting Officer (ACO) is delegated the following functions:
- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

**G12 COGNIZANT DCAA**

The cognizant DCAA for this contract is:

Office: \* \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

\* Offerors should fill in the above information, if known.

**G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE**

The contractor's senior technical representative, point of contact for performance under this contract is:

Name: \* \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\* Offeror shall fill in the above information.

**G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE**

The Paying Office will mail payments to:

\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

**G16 NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (MAY 2001)**

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from



ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

#### **G17 COR APPOINTMENT**

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this contract:

**COR:** Name: (to be specified at award) Code:           

**Mailing Address:** Naval Undersea Warfare Center Division, Newport  
1176 Howell Street  
Building:     Room:      
Newport, RI 02841-1708

**Telephone:** Commercial: (401) 832-   ; DSN: 920-   

(b) The COR is responsible for those specific functions assigned in the Contract Administration Master Plan, or Contract Administration Plan as applicable, Attachment #4.

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

**ALT.COR:** Name: (to be specified at award) Code:           

**Telephone:** Commercial: (401) 832-   ; DSN: 920-   

(d) Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

#### **SECTION H SPECIAL CONTRACT REQUIREMENTS**

##### **H14 ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4**

(a) In accordance with FAR 9.505-4, whereas the statement of work for this contract requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Contracting Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this contract, provide a written certification to the Contracting Officer that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Contracting Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the contract.

## **H21      LIABILITY INSURANCE**

The following types of insurance are required in accordance with the clause entitled, Insurance - Liability To Third Persons (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

## **H23      YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY**

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

## H28 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the clause entitled, Indefinite Quantity (FAR 52.216-22), the contract minimum quantity is a total of \$50,000.00 worth of orders. The contract maximum quantity is the total number of hours of effort specified in Section B. For the purpose of calculating the expenditure of hours in relation to the maximum quantity, the total hours expended shall be the sum of (1) the total number of hours ordered under all term form orders and (2) the total number of hours of estimated level of effort established under all completion form orders.

## H29 ORDERING (MAY 2002)

(a) Ordering. Orders may be placed by any Contracting Officer of the Naval Undersea Warfare Center Division, Newport. Orders may be written, on DD Form 1155, or oral. Orders may also be issued by FAX or by emailing a file that contains the order with the contracting officer's signature. Cost reimbursement orders may be issued on either a Term or Completion form basis as described in FAR 16.306. See FAR 52.216-18 for additional information.

(b) Information. Each order should include the following:

- (1) Date of order
- (2) Contract and order number
- (3) Appropriation and accounting data
- (4) Description of the work to be performed, including the period of performance, and a description of any end items to be delivered
- (5) Exact place of pickup or delivery
- (6) DD Form 1423, Contract Data Requirements List, if applicable
- (7) Identification of the person(s) or organization(s) responsible for inspection and acceptance
- (8) List of Government Furnished Property and the estimated value thereof, if applicable.
- (9) DD Form 254, Contract Security Classification Specification, if applicable
- (10) The pricing arrangement of the order. For FFP orders, the Price of the order. For Cost Reimbursement orders, the Estimated Cost, the Fee amount and the Cost Plus Fee amount or the Ceiling Price, as applicable.
- (11) For Cost Reimbursement orders, identification as either a term form or completion form order
- (12) For Cost Reimbursement term form orders for services, the level of effort including the estimated number of hours for each applicable labor category required to perform the order
- (13) For Cost Reimbursement completion form orders for services, the estimated level of effort

(c) If this is a Cost Plus Fixed Fee contract, fixed fee for each order shall be established by dividing the number of hours estimated to be expended in the order by the maximum contract hours and multiplying the result by the contract fixed fee amount. Fixed Fee shall be paid in accordance with the applicable Payment of Fixed Fee clause.

(d) Oral orders, or modifications to existing orders, may be placed only as follows. To issue an oral order the ordering officer shall provide the contractor with the information described in (b) above. The ordering officer shall confirm the order by issuing a DD Form 1155 within five working days. Unilateral orders cannot be issued orally.

(e) Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform by issuing a unilateral order. Any disagreement concerning the issuance of a unilateral order shall be deemed a dispute within the meaning of the Disputes clause.

(f) Cautionary Note. Nothing stated in an order, quote, or in discussions, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.

#### H40 KEY PERSONNEL REQUIREMENTS (SEP 2001)

(a) Certain skilled experienced professional and/or technical personnel are essential for successful performance of the work required under this contract. These are defined as "Key Personnel" and are those persons whose Personnel Data Forms (PDFs) were submitted for proposal evaluation purposes.

(b) The Contractor agrees that such Key Personnel shall not be removed from the contract effort, replaced, or added to the contract without a compelling reason (e.g. death of present key personnel, personnel leaving company employ, unavailability due to excessive, or unanticipated demand made by the Government on this contract), and without compliance with paragraphs (c) and (d) hereof. The Government will not approve substitutions for the sole convenience of the Contractor.

(c) If any changes (substitutions or additions) to the list of authorized key personnel become necessary, the Contractor shall immediately notify the Contracting Officer and propose personnel of at least substantially equal ability and qualifications as the individuals currently approved for that labor category. Compliance with the clause entitled, Personnel Qualifications is not, in and of itself, sufficient.

(d) Requests for approval of changes hereunder shall be written and shall provide a detailed explanation of the circumstances necessitating the proposed change. Requests shall be submitted when the need is identified, and not when submitting a quote for an individual order. The Contracting Officer will evaluate such requests and promptly notify the Contractor in writing of the approval or disapproval of the request. The request shall also contain, for each individual:

- (1) The current actual hourly rate, with appropriate burden indicated separately;
- (2) A completed PDF in the same detail as the original proposal; and
- (3) Any other information requested by the Contracting Officer in order to reach a decision.

(e) If the Contractor uses any personnel under Key Personnel categories in performing the effort who are not currently authorized, the Contractor shall bear total risk if any individual is subsequently disapproved by the Contracting Officer.

#### H51 AUTHORIZATION FOR USE OF SUBCONTRACTED LABOR

(a) Authorization to use subcontracted labor consists of two separate and distinct procedures; consent and approval. Subcontracts must meet both the consent and approval requirements of this clause to be considered allowable.

(b) Consent. Consent to subcontract shall be obtained from the Administrative Contracting Officer (ACO) in accordance with the applicable Subcontracts clause incorporated herein.

(c) Approval. The Procuring Contracting Officer's (PCO) approval is required for all subcontracts for direct services, i.e., any labor performed by other than bona-fide employees of the contractor, such as "consultants". The existence of an approved purchasing system does not affect the requirement for PCO approval.

(1) Direct services subcontracts subject to consent requirements. The contractor shall obtain approval by forwarding a request for consent to subcontract to the ACO, via the PCO. The request shall include two copies of the proposed subcontract and a cover letter. The PCO shall review the request for adherence to the contractor's proposal submitted in response to the solicitation that resulted in the basic contract, comment on the source selection and pricing aspects as appropriate, and forward the request to the ACO for final action. The PCO will provide the contractor a copy of the forwarding letter.

(2) Direct services subcontracts not subject to consent requirements. The contractor shall obtain approval by forwarding one copy of all direct services subcontracts not subject to consent requirements to the PCO.

(3) PCO approval is granted to subcontract with the firms listed below. Subcontract direct services shall be provided only by the following companies and to a maximum of the hours shown for each:

\* Subcontractors

Manhours

---

_____	_____
_____	_____
_____	_____
_____	_____

\* Offerors shall fill in data conforming to their technical and cost proposals.

(4) The contractor shall obtain PCO approval in writing for all additional firms prior to their performance of any direct services under the contract. The contractor shall fully justify why the additional firms are necessary for performance, as well as other matters pertaining to selection and pricing.

#### **H61 GOVERNMENT FURNISHED PROPERTY (GFP) (SEP 2001)**

(a) The Government shall furnish Government property to the Contractor for use in connection with this contract.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in Attachment #5, entitled, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: NUWCDIVNPT and other locations specified in individual orders.

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after contract award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available for use on individual orders. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this contract shall be returned to NUWCDIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

#### **H71 CONTROL OF TECHNICAL DATA (JUN 2002)**

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1G, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

## H81 TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

## HX110 AWARD TERM (INDEFINITE QUANTITY CONTRACT)

(a) This contract consists of a five (5) year base period followed by five potential 1-year Award Terms. Depending on performance awards, the total performance period for this contract could be ten (10) years. The Contractor can earn extensions to the term of this contract by providing outstanding service as provided in Attachment #6, "Award-Term Plan."

(b) The Contracting Officer may change the Award-Term Plan prospectively and unilaterally under the following conditions: (1) by notifying the Contractor fifteen (15) calendar days prior to the evaluation period to which the changes apply, and (2) by describing the changes in a written modification to the Contract. The Contractor shall not be entitled to any equitable adjustment or to any other compensation for changes to the Award-Term Plan under these conditions. Modifications to the Award Term Plan for a current evaluation period may be made by bilateral agreement between the Government and the Contractor.

(c) All Award-Term extensions are conditioned upon a continuing Government need for the contract services, the availability of funds, and the continuing responsibility of the Contractor as defined by FAR 9.101.

(d) Nothing in this clause waives or supercedes any Government rights under the Termination clause of this contract or the Government's unilateral right to stop placing orders hereunder.

## SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER	(DEC 1991)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)

252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	(AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	(DEC 1998)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	(OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS - ALT III	(OCT 1997)
	para (c) fill-in: ...electronic media: <u>MS Excel 97</u> .	
252.215-7000	PRICING ADJUSTMENTS	(DEC 1991)
52.216-7	ALLOWABLE COST AND PAYMENT	(DEC 2002)
52.216-8	FIXED FEE	(MAR 1997)
52.216-18	ORDERING	(OCT 1995)
	para.(a) fill-in: from <u>(see Section F)</u>	
	para.(a) fill-in: through <u>   </u> .	
52.216-19	ORDER LIMITATIONS	(OCT 1995)
	para.(a) fill-in: less than <u>100 hours</u> ,	
	para.(b)(1) fill-in: in excess of <u>2,000 hours</u> ;	
	para.(b)(2) fill-in: in excess of <u>10,000 hours</u> ;	
	para.(b)(3) fill-in: within <u>30</u> days...	
	para.(d) fill-in: within <u>5</u> days...	
52.216-22	INDEFINITE QUANTITY	(OCT 1995)
	para.(d) fill-in: after <u>(see Section B and F for base and award-term periods)</u> .	
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	(JUL 1996)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING	(DEC 1996)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	(JUL 1990)
	para.(a) fill-in: <u>\$0.00</u>	
52.222-3	CONVICT LABOR	(AUG 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)

52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(APR 1998)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(OCT 2000)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
52.225-8	DUTY-FREE ENTRY	(FEB 2000)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	(MAR 1998)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	(DEC 1991)
252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	(MAR 1998)
252.225-7009	DUTY-FREE ENTRY - QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	(AUG 2000)
252.225-7010	DUTY-FREE ENTRY - ADDITIONAL PROVISIONS	(AUG 2000)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(JUN 1992)
252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	(JUN 1998)
	para.(c) fill-in : Naval Criminal Investigative Service (NCIS), Code 24; telephone, DSN 228-9113 or commercial 202-433-9113	
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES--DOD CONTRACTS	(SEP 2001)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	(APR 1984)
52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)	(JUN 1997)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	(JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE.	(JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	(APR 1988)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	(APR 1988)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(MAR 1996)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	(DEC 1991)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-22	LIMITATION OF FUNDS	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT - ALT I (FEB 2002)	(FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
52.233-1	DISPUTES	(DEC 1998)
52.233-3	PROTEST AFTER AWARD - ALT I (JUN 1985)	(AUG 1996)
252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER	(MAY 1995)
252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	(SEP 1999)



52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	(APR 1984)
52.237-3	CONTINUITY OF SERVICES	(JAN 1991)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	(AUG 1996)
252.239-7000	PROTECTION AGAINST COMPROMISING EMANATIONS	(DEC 1991)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	(MAY 2001)
52.242-4	CERTIFICATION OF INDIRECT COSTS	(JAN 1997)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
52.243-2	CHANGES - COST REIMBURSEMENT - ALT II (APR 1984)	(AUG 1987)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-2	SUBCONTRACTS – ALT I (AUG 1998)	(AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(MAY 2002)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS) (DEV)	(JAN 1986)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	(MAY 1994)
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	(APR 1984)
	para.(a) fill-in: Naval Undersea Warfare Center, Division Newport para.(b) fill-in: Naval Undersea Warfare Center, Division Newport para (b) fill-in: contacting the office identified in block 12 of the SF 1447.	
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	(JUN 1997)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-6	TERMINATION (COST REIMBURSEMENT)	(SEP 1996)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

**I45-9 USE AND CHARGES (FAR 52.245-9) (APR 1984) (DEVIATION)**

(a) Definitions. As used in this clause - -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a noninterference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for 1 year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than 1 hour with portions of hours rounded to the next higher hour - -

$$\text{Rental charge} = (\text{Rental Time in hours}) (.02 \text{ per month}) (\text{Acquisition Cost})$$
$$720 \text{ hours per month}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) *Unauthorized use*. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

**I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

**SECTION J LIST OF ATTACHMENTS**

**J11 LIST OF ATTACHMENTS – IDIQ (FEB 2002)**

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	Informational DIDs Listing	1

ATTACHMENT

1	Statement of Work	7
2	Personnel Qualifications Sheet	21
3	DD Form 254, Contract Security Specification	3
4	Contract Administration Master Plan (CAMP)	1
4A	Contract Administration Master Plan (CAMP) / COR Responsibilities	1
5	Government Property Made Available	1
6	Award-Term Plan	3
6A	Award Term Plan / Overall Performance Ratings and Standards	1
6B	Award Term Plan / Performance Evaluation Criteria and Standards	3
7	Personnel Data Form	1
8	Cost Summary Sheet	1
9	Comments in the Interest of Competition	1

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)

**K16 OFFEROR DATA (APR 2002)**

(a) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(b) Contractor Identification Data.

DUNS Number \_\_\_\_\_

CAGE Code \_\_\_\_\_

(b) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(1) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

Limitations \_\_\_\_\_

(2) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

Latest Revision of CASB

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

Potential Non-Compliances (As notified by ACO) \_\_\_\_\_

(3) Purchasing System (See FAR 44.302)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(4) Forward Pricing Rate Agreement (If Applicable)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(c) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office \_\_\_\_\_

ACO (or POC) Name and Telephone \_\_\_\_\_

DCAA Office \_\_\_\_\_

Auditor (or POC) Name and Telephone \_\_\_\_\_

**K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)  
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
    - (A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.
  - (ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K09-001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)**

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

**K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

*“Service-disabled veteran-owned small business concern” -*

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*“Small business concern,”* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*“Veteran-owned small business concern”* means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*“Women-owned small business concern,”* means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.



(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that-

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports, and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that---

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Check each block that is applicable.)-

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K25-000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
(DFARS 252.225-7000) (SEP 1999)**

(a) Definitions.

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item No.

Country of Origin

\_\_\_\_\_  
(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item No.

Country of Origin

---

**K25-003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (DFARS 252.225-7003)  
(MAR 1998)**

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry -- Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry -- Eligible End Products clause of this solicitation?

Yes ☐ No ☐

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ☐ No ☐

(2) Has the duty on such foreign supplies been paid?

Yes ☐ No ☐

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ \_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

**K27-017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE  
RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

\* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022)**  
**(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

## **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or _____ DO rated order (to be specified on individual orders)	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(OCT 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	(OCT 1997)

### **L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)**

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

### **L3 PRE-AWARD POINT OF CONTACT**

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

### **L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED**

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

## **L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)**

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, and G15

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. Numbers 2, 7, 8, and 9

## **L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS**

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

(3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

(4) In addition to Government sources, items may be available from public libraries and commercial sources.

(b) All NUWC Division, Newport specific forms are attached; see Section J.

## **L16 SUBMISSION OF COST OR PRICING DATA (AUG 2000)**

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit certified cost or pricing data with its proposal.

(b) If, prior to contract award, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1(c)(1), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

## **L22 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE**

(a) Pursuant to FAR Subpart 9.5, the Contracting Officer has included one or more clauses on organizational conflicts of interest within Section H of this solicitation, to become part of any resultant contract.

(b) The successful contractor will be subject to the restrictions in such clause(s) for the period specified therein.

(c) The specific language of the clauses and the applicability of FAR Subpart 9.5 to this procurement is subject to negotiation prior to submission of best and final offers. Any offeror taking exception to the terms of the clause(s), shall submit proposed revised clause(s) and shall demonstrate in its proposal how the revised clause(s) will protect the Government's interest. State clearly whether the offer is conditioned upon Government approval of the revised clause(s).

**LX30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (MAR 2002)**

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

(b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this Request For Proposal (RFP). The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

(1) Partition. Offerors are required to submit their proposals in separate parts as follows:

(i) Letter of Transmittal, if any

(ii) Original signed solicitation document with all the required fill-ins completed plus 2 copies. ***Do not alter, disassemble, or punch holes in the solicitation document except to remove attached forms that must be completed and included in the proposal.***

(iii) Volume I - Technical Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer.

(iv) Volume II - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".

(v) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I - Technical	<i>No Limit</i>	Original plus 4 copies
Volume II - Cost	<i>No Limit</i>	Original plus 1 copy

***Important Note: Offerors shall not include CLASSIFIED material in the volumes.***

(2) General Format and Markings.

(i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.

(ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.

(iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Proposal Category (Technical or Cost)
- Volume number
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

(1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.

- (2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.
- (3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.
- (4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

### **L33 ALTERNATE LABOR CATEGORIES**

- (a) If an offeror's cost accounting system provides for direct charging of functions which would not be performed by the Labor Categories established in Section B (e.g., contract administration), the offeror may propose Additional (Non-Key) Labor Categories (ALC). The hours proposed for any ALC shall be in addition to the hours set forth by the Government and shall be sufficient to perform the contract. The proposed ALC hours should be supported by data regarding the present ratio of ALC labor to other direct labor hours. For Time and Material proposals, offerors shall propose minimum personnel qualifications for the Labor Category.
- (b) If an offeror's cost accounting system provides for indirect charging of functions which would be performed by Non-Key Labor Categories listed in Section B (e.g. typing), the offeror may propose deletion of the Labor Categories and their associated hours. Key Labor Categories cannot be deleted.
- (c) Offers proposing alteration of the established schedule shall annotate Section B with "Refer to attached Alternative Labor Schedule." and provide such schedule with their proposals. The attached schedule shall be a binding offer.
- (d) The latitude expressed herein is for the sole purpose of equitably adapting to various means of cost accounting of functions and does not extend to other alterations in Labor Schedule such as skill mixes, qualifications, Line Item structure, term, or divisions regarding overtime, on/off-site rates, subcontracts or other matters.
- (e) All proposed alterations in the Labor Schedule must be consistent with the offeror's Cost Accounting System (and Disclosure Statement if applicable). All proposed alterations are subject to negotiations, and may be rejected by the Government. For purposes of Cost Realism Analysis, the Government may increase the proposed hours at its sole discretion to an amount deemed reasonable to support performance. Proposal of an Alternate Labor Schedule compliant with the above shall not be used as the sole basis for rejection of any offer.

### **LX37 TECHNICAL PROPOSAL - SERVICES (OCT 2001)**

- (a) Organization. In the Technical Proposal provide information and documentation in sufficient detail to clearly identify your overall qualifications. Divide the proposal into the following sections, in the order listed.

- Personnel
- Past Performance

- (b) Personnel.

- (1) Demonstrate that the offeror is capable of performing all aspects of the Statement of Work by providing a matrix that correlates personnel assignment to each task of the Statement of Work. DEMONSTRATE that your team possesses education and skills well suited to perform the Statement of Work.
- (2) The offeror shall provide at least the number of personnel specified below in each of the categories listed. The sum of hours must equal the total of the hours shown in Section B for each category. The hours on the Personnel Qualification Sheets (PQS), Attachment #2, are the total hours for a potential ten year performance period.

#### **KEY PERSONNEL**

<u>Labor Category</u>	<u>Number</u>
Manager, Program/Project III	1



Analyst II	1
Analyst, Management I	2
Analyst, Management II	2
Engineer, Computer III	2
Scientist I	2
Scientist II	1
Scientist III	1

#### NON-KEY PERSONNEL

<u>Labor Category</u>	<u>Number</u>
Analyst I	1
Analyst, IT Systems I	2
Analyst, IT Systems II	1
Chemist I	1
Engineer, Acoustical I	1
Engineer, Design II	1
Specialist, Training I	1
Technical Writer, Supervisory	1
Technical Writer	1
Technician, Laboratory (Testing)	1
Drafter II	1
Illustrator II	1
Word Processor II	1

(i) Identify all non-Service Contract Act personnel proposed (see appropriate PQS for notation). All personnel proposed must meet the educational and experience qualifications specified on the Personnel Qualifications Sheet for their assigned labor category. Qualifications based on presumptions of future education or experience will be rated Unacceptable.

Note: Substitution of Key Personnel is subject to the "Key Personnel Requirements" clause in Section H.

(ii) Provide a certification signed by a responsible officer of the corporation that all Non-Key personnel meet the requirements shown on the Personnel Qualifications Sheets. Non-Key personnel qualifications need not be documented in the proposal, but data may be required during negotiations or performance if Non-Key personnel qualifications are questioned.

(iii) Identify all proposed personnel who are not currently employees of the offeror or proposed subcontractor, or individuals who are proposed to permanently relocate in support of the project. Provide a statement signed by that person indicating willingness to be hired and/or relocated if the contract is awarded to the offeror, and specifying compensation.

(iv) All personnel must have appropriate security clearances (as specified on DD Form 254, if attached).

(3) Personnel Qualifications Sheet (PQS). Remove the PQSs (Attachment #2) from the solicitation and complete each form. For all Non-SCA categories, list all personnel (whether Key or Non-Key) proposed for assignment. Identify the number of hours each will work and the corporate entity they represent. Include the completed PQSs in this section of the proposal.

(4) Personnel Data Form (PDF). Remove the PDF (Attachment #7) from the solicitation and supply the required information as explained below for each individual proposed as Key Personnel. Facsimiles and continuation sheets are permitted, and should follow the general format of the PDF. Place the PDFs behind the appropriate PQS in the proposal.

- (i) Under "experience element", identify those areas of experience considered pertinent to the work required under the proposed acquisition.
- (ii) Under "time period", indicate the period of time during which experience for the respective experience category was gained. Time periods may be concurrent for several elements.
- (iii) Under "occasion", indicate job title, employer (contractor name or Government activity) and the capacity in which the person worked to obtain the experience in that element.
- (iv) Under "narrative", briefly describe or amplify total experience or other pertinent qualifications which specifically relate to this procurement. Also, identify the employees' depth of knowledge gained as a result of work experience; (i.e., a primary or collateral requirement of the job). Also indicate whether the employee is currently functioning as a key person under other contracts and describe their involvement under those contracts.

(5) Personnel Management.

- (i) Identify the Senior Technical Representative (STR) designated to manage tasks. Include a Personnel Data Form (PDF) for the STR (if the STR's PDF is included elsewhere in the proposal, identify its location, do not resubmit). Address the STR's authority, ability to independently commit company resources to performance under the contract, and the STR's line of communication to senior company management. Describe the STR's previous experience managing similar efforts. (Note: The contract does not require the STR to be a Key or Non-Key Person, directly charging to the contract.)
- (ii) If the offeror proposes to perform any part of the required level of effort by employees working in excess of forty hours per week, regardless of compensation arrangement, provide the following information:
  - (A) Identify all hours in excess of forty hours per week by labor category whether at the prime or subcontract level.
  - (B) Provide a copy of the corporate policy addressing work in excess of 40 hours. Include an assessment of its impact on work effectiveness and specify the extent to which employees are required or encouraged to perform work in an excess of 40 hours.
  - (C) Identify the number of hours that will be performed without supervision and/or support personnel and an assessment of the productivity of such effort.
  - (D) Provide a schedule of times when employees will work hours in excess of 40 per week, such as 4:30 to 5:30 P.M. Mondays through Thursdays or 8:00 A.M. to 12:00 P.M. on Saturdays for a total of 44 hours per week.
- (iii) Identify any proposed relocation of personnel. If you propose to use personnel at facilities outside the local commuting area (see Clause F30), demonstrate that they can be used effectively and efficiently, and that adequate management control exists over their use.

(c) Past Performance. Provide the following information relative to past performance.

(1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
- Date of Award
- Name of contracting activity or commercial firm

- Contract number
- Contract type
- Total contract value
- Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
- Procuring Contracting Officer's\* name and telephone number
- Administrative Contracting Officer's\* name and telephone number (if different)
- Government Program Manager\* or COR, and telephone  
\*Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

#### **LX40 COST PROPOSAL (JAN 2001)**

(a) Content of Cost Proposal (Volume II). Offerors shall submit with their cost proposal a completed Cost Summary Sheet, Attachment #8, for the potential ten (10) year effort and a completed Cost Summary Sheet for each contract line item number (CLIN). Offerors shall submit supporting cost data for the total potential 10-year effort only unless the supporting cost data for a CLIN varies from the data submitted for the total (e.g., different personnel are proposed for that CLIN and not all CLINs). The offeror should trace cost data from the supporting data and calculations to the Cost Summary Sheet. The offeror shall supply the most currently available rates for direct labor, overhead, general and administrative expense, and any other factors used in developing the proposal. The offeror shall submit any information reasonably required to explain the estimating process, including:

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate;
- (2) Any contingencies used by the offeror in the cost proposal; and
- (3) A copy and/or pertinent excerpts of the offeror's personnel policies pertaining to compensation plan(s) for professional employees including performance appraisal and salary administration procedures, salary grades and ranges, summary of basic benefit programs and relocation policies (See 52.222-46, Evaluation of Compensation for Professional Employees).

Note: In determining a cost realism position for each offeror the Government will use any and all available information.

(b) Labor Costs. Provide full justification for all proposed direct labor rates (unburdened). Provide the current actual hourly wage rate for each key person proposed. Identify the date as of which the actual wage rate is current. If proposed direct labor rates vary from actual wages of key personnel, explain the basis for those rates. Trace proposed direct labor rates to proposed individual personnel.

- (1) Traceability is required for the Government to determine the cost realism of the offeror's direct labor costs. Normally the Government determines realistic direct labor costs using actual individual wages for key personnel (unless the offeror invoices category averages) and category average rates for non-key personnel.
- (2) Offerors must support any proposed escalation factor with convincing rationale: factual data (including actual direct labor rates for at least three years) and complete supporting data and rationale for out-year escalation projections. In the absence of convincing rationale, the Government will use the current Data Resources Inc. (DRI) recommendation for Professional and Technical Workers in evaluating the offer.

(c) Indirect Costs.

(1) Offerors shall provide data on all indirect rates proposed including beginning and end date of the period covered by the rate and composite rate calculations, if any. Identify clearly the bases to which the rates are applied.

(2) Section B provides a breakout of man-hours by labor category anticipated to be spent at Contractor and Government Sites. Section H identifies office space (if any) at NUWCDIVNPT intended for use by contractor personnel on a long term basis. Offerors which have developed "Off-Site" (Government Site) rates applicable to such circumstances, may apply these rates to the labor costs of appropriate personnel. Other labor costs should be burdened with "On-Site" (Contractor Site) rates.

(d) Material/ODC/Travel.

(1) Offerors will use the following estimates (plus applicable indirect costs) for material/ODC and travel costs. These are total cost estimates for the entire contract. For further definition of costs, see the Statement of Work and the clause in Section H entitled "Travel Costs and Responsibilities". Offerors are required to distribute these sums among subcontractors consistent with their technical proposal. Whenever a subcontractor proposes material costs, the subcontractor must fully burden such costs and these costs must be added to the material estimate. Subcontractor proposals shall include a complete listing of all costs other than labor which are charged direct by their company exclusive of travel costs and purchased material which is incorporated into a deliverable item.

(2) Offerors shall include a Material/ODC estimate of \$250,000 for the base period and \$50,000 for each award term for a total of \$500,000 for 10 years. This estimate includes costs for reproduction, telephone, shipping, word processing, CADD, prototype materials, computer usage, sampling and analysis, and similar costs.

(3) Offerors shall include a Travel estimate of \$37,500 for the base period and 7,500 for each award term for a total of \$75,000 for 10 years. This estimate includes travel and subsistence for work at alternative work sites, such as site visits to detachments for compliance reviews and hazardous waste pick-up, and for allowable local travel per the JTR.

(4) The Government's Cost Realism evaluation of these costs may alter the additional costs on the basis of more accurate rate data or a Government Analysis and Estimate of the appropriate added costs. Any such alteration in the evaluated contract pricing will not, however, be reflected in the contract award.

(5) Any offeror having an accounting system which includes, within overhead or G & A, the cost elements of material and travel/subsistence shall specifically state this fact in the cost proposal. This will preclude these costs from being unduly considered in the Government's cost evaluation.

(6) Subcontracts regardless of dollar value shall be adequately documented to facilitate a determination of cost reasonableness using a Cost Summary Sheet. All requirements for the prime contract cost proposal shall be met by the subcontractor as well. Note that compensation for labor paid to any individual who is not a bona fide employee of the offeror is a subcontract.

**L46 ELECTRONIC SUBMISSION OF COST DATA (APR 2002)**

(a) In addition to the requirements for hard copy proposals, offerors are encouraged to provide a summary of their cost proposal on electronic media using the NUWC Division, Newport Cost Analysis Spreadsheet. This will allow more rapid and accurate cost evaluations, diminishing the time between closing and award.

(b) The NUWC Division, Newport Cost Analysis Spreadsheet is a Microsoft EXCEL 97 Workbook. The file is available for download on the Internet at <http://www.npt.nuwc.navy.mil/contract/POC/analyst.asp> or will be furnished upon request. Requests may be faxed to 401-832-4820 or sent to: Commercial Acquisition Department, Building 11; Naval Undersea Warfare Center Division, Newport; Code 591 (P. Simone), Simonpietri Drive; Newport, RI 02841-1708.

(c) Electronic submission, if prepared, should be included with the offeror's proposal. Cost data may be submitted on other similar programs, but all files must be readable by Microsoft EXCEL 97 without loss of accuracy. Mark submittals with contractor name and RFP number. Submittals should be free of viruses and data unrelated to the proposal. Submittals will not be returned. Subcontractor submittals are encouraged, and may be sent directly to

NUWC Division, Newport. Offerors whose cost accounting system does not easily reconcile with the NUWC Division, Newport Cost Analysis Spreadsheet may submit a variant that represents their system.

(d) The Government will limit data access with strict adherence to FAR 15.207.

(e) The Government will compare the electronic data with the data in the proposal; differences will be noted in negotiations. Written data submitted in the proposal shall take precedence over electronic data.

**L48 NOTICE OF EEO COMPLIANCE EVALUATION**

If this solicitation results in an award valued at \$10,000,000 or more, the prospective contractor and its known first-tier subcontractors with subcontracts of \$10,000,000 or more shall be subject to an equal employment opportunity compliance evaluation prior to contract award unless OFCCP has conducted an evaluation and found the offeror to be in compliance within the preceding 24 months.

**L11-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (FAR 52.211-1) (AUG 1998)**

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to –

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

**L11-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462

**L11-900 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES (NAPS 5252.211-9000) (AUG 1993)**

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

**Class I ODS Identified**

**Specification/Standard**

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)  
(MAY 2001)**

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is

specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if

it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Cost-Plus-Award-Term (CPAT) contract resulting from this solicitation.

**L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.



(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)  
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

**SECTION M EVALUATION FACTORS FOR AWARD**

**M10 SINGLE AWARD**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

**M35 EVALUATION FOR AWARD - BEST VALUE (JUL 2001)**

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on each of the following factors:

Personnel

Past Performance

Cost (for all ten years of potential performance)

(b) Personnel and Past Performance are equal in importance. When combined, Personnel and Past Performance are significantly more important than Cost. Although Cost is less important than the other factors in combination, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Personnel. The Government will evaluate the proposed personnel team to determine how well the team is suited to perform the Statement of Work. In addition, the Government will consider potential quality or service shortfalls as a result of:

(1) Unrealistically low labor rates or other costs

(2) Unbalanced distribution of uncompensated overtime among skill levels and its use in key technical positions.

(d) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(1) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources.

(2) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(e) Cost. The Government will evaluate proposed costs by performing a cost realism analysis as described in FAR 15.404-1(d). Material/ODC/Travel costs will be evaluated using the amounts shown in paragraph (d) of the provision in Section L entitled, Cost Proposal, plus applicable indirect costs.

## INFORMATIONAL DATA ITEM DESCRIPTION (DID) LISTING

<u>DID Number</u>	<u>Title of DID</u>
DI-MGMT-80368	Status Report Applicable Tasks: Sect. 5.0
DI-MGMT-80004	Management Plan Applicable Tasks: A, B, E, F, H, I
DI-MISC-80508	Technical Report/ Study Services Applicable Tasks: A-I, K
DI-MISC-80358	Document Changes Applicable Tasks: A, B, E, F, H, I
DI-ADMN-81373	Presentation Material Applicable Tasks: A-C, E, F, H-K
DI-MISC-81381	Site Survey Report Applicable Tasks: B-F
DI-ENVR-81376	Environmental Project Planning Schedule Applicable Tasks: A, B, E, F, H
DI-ENVR-81375	Environmental Health and Safety Plan Applicable Tasks: A
DI-ENVR-81378	Environmental Operation and Maintenance Plan Applicable Tasks: A

(\* Distribution Statement to be determined at the time of Task Order Award)

## CONTRACT DATA REQUIREMENTS LIST - ADDENDUM

Distribution Statement paragraphs are in addition to CLASSIFICATION markings of the data.

DISTRIBUTION STATEMENT B: Distribution authorized to U.S. Government agencies only; Proprietary Information; Date Data Generated. Other requests shall be referred to the Naval Undersea Warfare Center, Newport Division, Newport, RI, Code (TBD)\_\_\_\_\_.

DISTRIBUTION STATEMENT D: Distribution authorized to the Department of Defense and DOD contractors only; contains information which is critical technology; Date Data Generated. Other requests shall be referred to the Naval Undersea Warfare Center, Newport Division, Newport, RI, Code (TBD)\_\_\_\_\_.

### EXPORT CONTROL WARNING NOTICE:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22 U.S.C. Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

N66604-3101-11X6  
N66604-03-R-3701  
Exhibit "A"

## **STATEMENT OF WORK**

### **Environmental, Safety, Occupational Health, and Security Programs**

1.0      **BACKGROUND:** The Naval Undersea Warfare Center Division, Newport (NUWCDIVNPT) must ensure compliance with all federal, state and local environmental, safety, occupational health and security laws and regulations governing facility operations at all NUWCDIVNPT sites. Additionally, NUWCDIVNPT must ensure compliance with all Department of Defense (DoD) and Department of the Navy (DoN) directives, instructions and policies as they relate to environmental protection, safety, occupational health, and security. Therefore, NUWCDIVNPT must comprehensively address pollution prevention; integrated natural, historical and archeological resource management and multimedia compliance issues at all of its facilities. It must provide a secure, safe and healthful work place.

2.0      **SCOPE:** The Contractor shall provide technical and administrative services in the areas of environmental engineering, safety, occupational health, operational security, and facility-related support for NUWCDIVNPT as follows:

- Environmental, Safety and Security Program Management Assessment and Strategic Planning
- Environmental, Safety and Security Risk Management and Assessment
- Environmental , Safety and Security Compliance Evaluations and Site Inspections
- Environmental , Safety and Security Technical Support
- National Environmental Policy Act (NEPA) Documentation and Implementation
- Pollution Prevention
- Training Support
- Environmental, Safety and Security Facility Data Management
- Hazardous Material Management
- Hazardous and Solid Waste Management
- Air Compliance Management
- Potable, Storm and Waste Water Management
- Tank Management
- Confined Space Entry
- Asbestos Abatement
- Lead Abatement
- Energy Conservation
- Facility Surveys
- Drafting Services for Development of Facility and Systems Drawings

3.0      **APPLICABLE DOCUMENTS:**

All documentation identified will be provided as Government Furnished Information (GFI) as required for individual Task Orders.

3.1      **OPNAVINST 5090.1B- Environmental and Natural Resources Program Manual**

N66604-3101-11X6

N66604-03-R-3701

Attachment #1

- 3.2 Code of Federal Regulations (CFR) 29, 40 and 49
- 3.3 Applicable state environmental regulations
- 3.4 MIL-STD-810E Environmental Test Methods and Engineering Guidelines
- 3.5 NUWCDIVNPT Environmental , Safety and Security Program Plans and Instructions
- 3.6 Facility data including Computer Aided Design data
- 3.7 MIL HDBK 1000/1A – Engineering and Design Criteria for Navy Facilities
- 3.8 MIL HDBK 1006/1A - Policy and Procedures for Project Drawing and Specification Preparation

4.0 REQUIREMENTS: Specific tasks shall be defined by individual Task Orders to be placed against the contract by the Contracting Officer. Services shall meet the performance standards specified in the Performance Requirements Summary Table, Attachment 1A. The tasks shall be accomplished within the scope of the Basic Tasks specified below.

4.1 Task A: Environmental, Safety, Occupational Health, and Security Program Management and Strategic Planning

4.1.1 Program Management

The Contractor shall support the formulation, preparation and maintenance of environmental program/project management plans and manuals. The Contractor shall provide input such as research material, milestone charts, editing and draft reviews in support of the publication and distribution of these plans.

The Contractor shall support the continued implementation and sustainment of NUWCDIVNPT's Environmental Management System (EMS) and ISO 14001. The Contractor shall provide guidance, implementation plans, milestone charts, EMS documentation, risk assessments, and gap analysis in support of a comprehensive EMS program.

The Contractor shall maintain and develop the Environmental, Safety and Security Department Intranet web pages and the NUWCDIVNPT common database management system.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.1.1, Attachment 1A.

4.1.2 Compliance Planning and Risk Assessment

The Contractor shall provide recommendations regarding the impact of all federal, state, local and Navy environmental regulations on NUWCDIVNPT activities. In addition, the Contractor shall research new regulations and identify and analyze any that impact NUWCDIVNPT's compliance objectives.

The Contractor shall evaluate environmental and safety data for completeness and scientific validity, and shall conduct analyses for risk assessments based on this data. The Contractor shall prepare the analyses based on all applicable federal, state, local and Navy regulations.

N66604-3101-11X6  
N66604-03-R-3701  
Attachment #1

Performance Requirements: Refer to Performance Requirements Summary, Task 4.1.2,  
Attachment 1A

#### 4.2 Task B: Environmental and Safety Quality and Compliance Evaluations

The Contractor shall perform environmental and safety analyses and/or studies at various NUWCDIVNPT facilities and sites in support of environmental and safety quality and compliance evaluations. The Contractor shall determine the applicable federal, state, and local regulations prior to conducting the analyses of a facility. Using the most current federal and local environmental and safety regulations, the Contractor shall identify current and potential problem areas and recommend corrective and preventive action to ensure compliance with those regulations.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.2,  
Attachment 1A

#### 4.3 Task C: Environmental , Safety, Security and Facility-related Technical Support

The Contractor shall provide technical support to NUWCDIVNPT environmental compliance programs. Specific tasks may include: preparing draft permit applications, characterizing waste streams, performing modeling and exposure assessments, preparing engineering design specifications, developing draft environmental compliance documents, developing asbestos removal plans, developing lead abatement procedures, providing energy conservation analyses, developing mold abatement specifications, and providing air emission calculations.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.3,  
Attachment 1A

#### 4.4 Task D: Environmental, Safety and Facility-related Engineering Field Work

The Contractor shall perform environmental, safety, and facility-related engineering fieldwork as delineated in the individual Task Orders that support other NUWCDIVNPT technical efforts. Fieldwork includes sampling, chemical analysis, site surveying, and computer aided design and drafting (CADD).

##### 4.4.1 Chemical Analysis

The Contractor shall conduct sampling and laboratory analysis on samples provided by the Government or taken by the Contractor as required by the Government in the task statement. The Contractor shall use certified laboratories and approved EPA test methods.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.4.1,  
Attachment 1A

N66604-3101-11X6  
N66604-03-R-3701  
Attachment #1

#### 4.4.2 Site Inspections/Assessments

The Contractor shall conduct site inspections/assessments as specified in individual Task Orders. Inspections/assessments may include but are not limited to topographical surveys, asbestos inventories, lead inventories, PCB surveys and storm water surveys, air and bulk mold sampling. The Contractor shall use the data obtained to update or develop graphic information or other data bases, remediation plans and to develop reports.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.4.2, Attachment 1A

#### 4.5 Task E: National Environmental Policy Act (NEPA) Implementation and Compliance

The Contractor shall analyze proposed Government actions and ensure that a systematic, interdisciplinary approach is used in identifying environmental factors to be considered in the planning stage. The Contractor shall identify and outline all potential adverse environmental effects of the proposed actions and recommend alternative plans and/or mitigation measures to reduce or eliminate impacts. The Contractor shall be familiar with DoD and specific Navy policies and procedures regarding NEPA. The Contractor shall develop draft and final environmental assessments and environmental impact statements in compliance with NEPA requirements. The Contractor shall update and maintain the graphic information system that is used in conjunction with the NEPA program.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.5, Attachment 1A

#### 4.6 Task F: Pollution Prevention and Hazardous Material Management

The Contractor shall support Government efforts to minimize the life-cycle environmental impacts of undersea warfare system research, development, testing, production, operational use, and disposal. Specific Contractor tasks shall include pollution prevention assessments, pollution prevention plan and program manual updates and revisions, and assessment of hazardous material consolidation and reuse implementation to achieve P2 goals mandated by Navy Policy. The Contractor shall also provide hazardous material management support in the form of data base management, bar code maintenance and implementation.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.6, Attachment 1A

#### 4.7 Task G: Environmental Safety, Occupational Health and Security Training Support

The Contractor shall develop training plans and instructional media.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.7,

N66604-3101-11X6  
N66604-03-R-3701  
Attachment #1

## Attachment 1A

### 4.7.1 Develop Training Plans

The Contractor shall develop personnel training courses with schedules and locations and provide on-site training, classroom training, and training of instructors associated with relevant environmental, safety, occupational health, and security programs and regulations. The Contractor shall recommend site specific training requirements and provide a draft environmental training plan,

### 4.7.2 Instructional Media Development

The Contractor shall develop and provide appropriate training and communication tools to enhance environmental, safety, occupational health, and security awareness and regulatory compliance.

### 4.8 Task H: Environmental, Safety, Occupational Health and Security Data Management

The Contractor shall provide data management, and data support in the areas of database system development, and schedule development/maintenance and process quality management improvement for environmental, safety, occupational health, and security programs.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.8,  
Attachment 1A

#### 4.8.1 Data Management

The Contractor shall maintain environmental, safety, occupational health, and security program documents in accordance with all applicable federal, state, local, and Department of Defense regulations. Specific tasks may include the management of: permitting records; hazardous waste disposal records; Environmental, Safety and Security training records; Personnel Security records; Safety Deficiency records; Asbestos and PCB disposal records; regulated process data; laboratory test result data; regulations library and other records. The Government may require the documents to be maintained in original print form and in electronic media format.

#### 4.8.2 Database System Development/Maintenance

The Contractor shall develop, implement, and maintain database management systems on a variety of computers including mainframe, mini-, and personal computers. Specific tasking may include database feasibility studies, determination of functional requirements, development of program and system specifications, application development, documentation, testing, training, and maintenance of database systems. The Contractor shall collate, transfer and maintain environmental safety and security data to these systems.

#### 4.8.3 Environmental, Safety, Occupational Health and Security Programs Schedule Development/Maintenance and Process Quality Management Improvement Support

N66604-3101-11X6  
N66604-03-R-3701  
Attachment #1



The Contractor shall support the formulation, preparation, and maintenance of environmental, safety, occupational health, and security program compliance scheduling and costing using techniques such as Program Evaluation Review Techniques (PERT) and cost-benefit analysis.

The Contractor shall support the formulation, preparation, and maintenance of environmental, safety, occupational health, and security program Process Quality Management and Improvement.

N66604-3101-11X6  
N66604-03-R-3701  
Attachment #1

#### 4.9 Task I: Hazardous Waste Management and Spill Response

The Contractor shall support the management of hazardous waste including storage and satellite accumulation areas in accordance with applicable federal, state, and DoN regulations including 29, 40 and 49 CFR. The Contractor shall maintain inventories, recommend replenishment actions and process requests for materials to maintain spill response material inventory and hazardous and solid waste containment and receptacles.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.9,  
Attachment 1A

#### 4.10 Task J: Multi-Media Graphics

The Contractor shall develop environmental, safety, occupational health, and security program presentations and briefing materials and communication tools. The Contractor shall provide multi-media graphics for management meetings and conferences.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.10,  
Attachment 1A

#### 4.11 Task K: Drafting Services for Development of Facility and Systems Drawings

The Contractor shall provide technical services and materials for the development of plans , drawings, specifications, and cost estimates for laboratory repair, modifications, and additions to systems and structures. The Contractor shall conduct site surveys and document existing conditions. Drawing packages shall be prepared in accordance with MIL HDBK 1006/1A. Cost estimates shall be prepared on Government-provided cost-estimate forms.

Performance Requirements: Refer to Performance Requirements Summary, Task 4.11,  
Attachment 1A

#### 5.0 PROGRESS REPORTS:

The Contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16 COST AND PERFORMANCE REPORTING (MAY 2001).

Performance Requirements: Refer to Performance Requirements Summary, Task 5.0,  
Attachment 1A

#### 6.0 Contract Deliverable Compatibility

##### 6.1 Product Deliverables

All data deliverables and work products shall be in electronic format that may be edited by the Government. The specific format and application will be identified in the appropriate contract data

N66604-3101-11X6

N66604-03-R-3701

Attachment #1

requirement attached to specific task orders. The format requirements may specify CD ROM, applicable application tool and also hard copy.

N66604-3101-11X6  
N66604-03-R-3701  
Attachment #1

## 6.2 Software Compatibility/Experience

On a per task order basis, Contractor personnel should have aggregate experience with the following applications in the performance of tasks under this contract. The list represents the primary application tools in use for the above-mentioned tasks:

Microsoft Office Suite 2000: Word, Excel, Access, PowerPoint

Microsoft Office Suite Professional: Front Page, Publisher

Macro Media: Cold Fusion

ISI ResearchSoft: EndNote

SAS Systems: SAS/STAT, SAS/BASE

SQL

HTML, XML

Oracle

Adobe: “.pdf”, Illustrator

Autodesk: Auto CAD

Environmental Systems Research Institute: ArcView, ArcView Spatial Analyst, ArcInfo Workstation, ArcInfo GRID, ArcInfo TIN, ArcPress for ArcView

N66604-3101-11X6

N66604-03-R-3701

Attachment #1

## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

TOTAL MAN-HOURS:	8000
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**PERSONNEL QUALIFICATIONS SHEET**

Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

Title and Level	SCA Category	eCraft Code	Key	Non-Key
<b>ANALYST I</b>		<b>AN1</b>		<b>X</b>
<p><u>Education and General Professional Experience:</u></p> <p>Bachelor's degree in Engineering, Physical Science, Environmental Studies, Marine Science or related discipline with one (1) year of environmental related professional experience. In addition to the bachelor's degree, training shall have been acquired for the following:</p> <ul style="list-style-type: none"> <li>a. Environmental Emergency Management and 24 hour emergency response training .</li> <li>b. 40 hour Hazardous Waste operator training or 8 Hour Refresher training within the last year.</li> <li>c. Department of Transportation Training relating to Hazardous Materials and Hazardous Waste</li> </ul> <p><u>Specialized Experience:</u></p> <p>A total of one (1) year cumulative experience in any two (2) of the following areas is required (qualifying experience consists of six (6) months or more in any single area.)</p> <ul style="list-style-type: none"> <li>a. Experience analyzing environmental requirements or waste streams related to Navy, or DoD programs</li> <li>b. Pollution Prevention, Recycling and Reuse Programs</li> <li>c. Compliance Planning</li> </ul> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
<b>OFFEROR is to complete information below:</b>				
<b>Name</b>	<b>Hours</b>	<b>Company and Location</b>		
<b>TOTAL MAN-HOURS:</b>		20,000		

## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

TOTAL MAN-HOURS:	20,000
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## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

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TOTAL MAN-HOURS:	40,000
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## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

[illegible]

TOTAL MAN-HOURS:

20,000

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ANALYST, MANAGEMENT I		ANM1	X	
<p><u>Education and General Professional Experience:</u></p> <p>Bachelor's degree with a concentration in physical security or business-related discipline (e.g. technical writing or risk analysis) with three (3) years professional experience in engineering/science management and/or operations physical security analysis.</p> <p>Associate's degree with a concentration in physical security or a related technical field (e.g., technical manual writing) with five (5) years of professional experience in physical security analysis may be substituted for the Bachelor's degree requirement. A high school/vocational school diploma or GED certificate and applicable DoD training (e.g. technical writing or automated information security training) with (7) years of related professional experience may be substituted for the Associates or Bachelor's degree requirement.</p> <p><u>Specialized Experience:</u></p> <p>A total of five (5) years of cumulative specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"><li>a. Proficiency in the DoD Information Technology Security Certification and Accreditation Process (DITSCAP) and working application of DoD Directive 5200.28 and DoD Instruction 5200.40</li><li>b. Conduct of Automated Information Systems physical security site audits of classified networks and classified computer/workstation/server farm laboratories</li><li>c. Requirements analysis and development of Physical Security documents including System Security Authorization Agreements in accordance with DITSCAP, security manuals and procedures to include classified networks and computers</li><li>d. Working experience with Microsoft Excel and Word</li><li>e. Working experience with Navy automated data physical security requirements and regulations</li></ul> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
<b>OFFEROR is to complete information below:</b>				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		40,000		

## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

TOTAL MAN-HOURS:	30,000
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## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

TOTAL MAN-HOURS:	3,200
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## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

TOTAL MAN-HOURS:	2,080
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## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, COMPUTER III		EC3	X	
<p><u>Education and General Professional Experience:</u></p> <p>Master's degree in Computer, Electrical or Electronics Engineering or Mathematics with a field of concentration in computer or information science with five (5) years of professional experience in computer design, database development, software development or computer networks.</p> <p><u>Specialized Experience:</u></p> <p>A total of 4 years of cumulative specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> <li>a. Macro Media Cold Fusion</li> <li>b. Oracle database software and SQL</li> <li>c. Web page development using HTML</li> <li>d. Microsoft Access and Excel applications</li> <li>e. Visual Basic and VB Script</li> <li>f. C++</li> <li>g. MS SQL and JAVA Script</li> </ul> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
<b>Offeror is to complete information below:</b>				
<b>Name</b>	<b>Hours</b>	<b>Company and Location</b>		
TOTAL MAN-HOURS:		40,000		

## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, DESIGN II		ED2		X
<p><u>Education and General Professional Experience:</u></p> <p>Bachelor's degree in Mechanical, Chemical, Electrical, Electronics, Environmental, Civil, or Industrial Engineering with five (5) years professional experience in mechanical, structural or electrical/electronic or environmental design.</p> <p>A Master's degree in the above disciplines may be substituted for two (2) years of professional experience.</p> <p>An Associates degree in any of the above disciplines and seven (7) years of related professional experience will satisfy the education requirements.</p> <p><u>Specialized Experience:</u></p> <p>A total of five (5) years of cumulative specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ol style="list-style-type: none"> <li>Engineering practices related to the Statement of Work.</li> <li>Experience with pertinent federal and state laws, rules, regulations and policies.</li> <li>Experience with federal government operations and construction requirements with particular emphasis on Navy, DoD, EPA requirements, and ability to interpret broad general policy guidance in the industrial and organizational context of the Navy.</li> <li>Experience with state and local regulations for RI, CT, NY and working with state and local regulators.</li> </ol> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
<b>OFFEROR is to complete information below:</b>				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		15,000		

## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

TOTAL MAN-HOURS:	40,000
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## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

Title and Level	SCA Category	eCraft Code	Key	Non-Key
<b>SCIENTIST II</b>		<b>S2</b>	<b>X</b>	
<p><u>Education and General Professional Experience:</u></p> <p>Master of Science Degree in Oceanology, Biology or Environmental Science with five (5) years of professional experience in the above field.</p> <p>Bachelor of Science degree in Biology and (7) years of professional experience in the above discipline may be substituted for the above requirement.</p> <p><u>Specialized Experience:</u></p> <p>In addition to the required general professional experience, a total of three (3) years of specialized experience in at least three (3) of the following areas is required (qualifying experience consists of (1) year or more in any single area):</p> <ul style="list-style-type: none"> <li>a. Experience with researching data associated with marine species and fish habitat.</li> <li>b. Experience with researching data associated with physical or geological oceanography.</li> <li>c. Experience using SAS statistical software and Microsoft Access software.</li> <li>d. Experience using Environmental Systems Research Institute ARCINFO software</li> <li>e. Experience in developing statistical algorithms for predictive models.</li> <li>f. Experience working with federal or local regulators with regard to permitting or assessments, e.g. EPA, NMFS.</li> </ul> <p>The general professional and specialized experience requirements above may have been acquired simultaneously.</p>				
<b>Offeror is to complete information below:</b>				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		20,000		

## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

TOTAL MAN-HOURS:	20,000
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## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

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TOTAL MAN-HOURS:

9,000

**PERSONNEL QUALIFICATIONS SHEET**

Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

Title and Level	SCA Category	eCraft Code	Key	Non-Key
<b>TECHNICAL WRITER, SUPERVISORY</b>		<b>TECW</b>		<b>X</b>
<p><u>Education and General Professional Experience:</u></p> <p>Bachelor's degree English, Journalism or related writing discipline with three (3) years of work-related experience in technical writing/editing.</p> <p><u>Specialized Experience:</u></p> <p>A total of (5) years of cumulative specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> <li>a. Preparing technical manuals, training manuals, instruction books, operation and maintenance manuals, program plans, technical reports, Automated Data Processing security documents</li> <li>b. Writing and formatting documents in accordance with government specifications</li> <li>c. Knowledge of government publications specifications, e.g. MIL-M-3874, GPO Style Guide</li> <li>d. Advanced ability working with Microsoft Word, Excel and PowerPoint</li> </ul> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p><u>EXPECTED CAPABILITIES:</u> Develops, writes and edits material for reports, manuals, briefs, proposals, instructions books, catalogs and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment. Acts as supervisor to other Technical Writers. Observes production, developmental, and experimental activities to determine operating procedure and detail. Interviews production and engineering personnel and reads journals, reports, and other material to become familiar with product technologies and production methods. Organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology. Reviews published materials and recommends revisions or changes in scope, format, content, and methods of work and revisions. Edits material prepared by other writers or plant personnel. May specialize in writing material regarding work methods and procedures.</p>				
<b>OFFEROR is to complete information below:</b>				
<b>Name</b>	<b>Hours</b>	<b>Company and Location</b>		
<b>TOTAL MAN-HOURS:</b>		10,000		

**PERSONNEL QUALIFICATIONS SHEET**

Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

Title and Level	SCA Category	eCraft Code	Key	Non-Key
<b>TECHNICAL WRITER</b>	<b>29480</b>	<b>29480</b>		<b>X</b>
<p><u>Education and General Professional Experience:</u></p> <p>Technical School degree in any field with three (3) years work-related experience in technical writing/editing.</p> <p><u>Specialized Experience:</u></p> <p>A total of two (2) years of specialized experience in at least (2) of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> <li>a. Preparing technical manuals, training manuals, instruction books, operation and maintenance manuals, program plans, technical reports, Automated Data Processing security documents</li> <li>b. Writing and formatting documents in accordance with government specifications</li> <li>c. Experience with government publications specifications, e.g. MIL-M-3874, GPO Style Guide</li> <li>d. Experience with Microsoft Word, Excel and PowerPoint</li> </ul> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p><u>EXPECTED CAPABILITIES:</u> Develops, writes and edits material for reports, manuals, briefs, proposals, instructions books, catalogs and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment. Receives assignment from supervisor. Observes production, developmental, and experimental activities to determine operating procedure and detail. Interviews production and engineering personnel and reads journals, reports, and other material to become familiar with product technologies and production methods. Reviews manufacturer's and trade catalogs, drawings and other data relative to operation, maintenance, and service of equipment. Studies blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail. Organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology. Reviews published materials and recommends revisions or changes in scope, format, content, and methods of work and revisions. May select photographs, drawings, sketches, diagrams, and charts to illustrate material. May assist in laying out material for publication. May arrange for typing, duplication and distribution of material. May write speeches, articles, and public or employee relations releases. May edit, standardize, or make changes to material prepared by other writers or plant personnel. May specialize in writing material regarding work methods and procedures.</p>				
<b>OFFEROR is to complete information below:</b>				
<b>Name</b>	<b>Hours</b>	<b>Company and Location</b>		
<b>TOTAL MAN-HOURS:</b>	10,000			

**PERSONNEL QUALIFICATIONS SHEET**

Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

Title and Level	SCA Category	eCraft Code	Key	Non-Key
<b>TECHNICIAN, LABORATORY (TESTING)</b>	<b>29210</b>	<b>29210</b>		<b>X</b>
<p><u>Education and General Professional Experience:</u></p> <p>High School/Vocational School diploma or GED Certificate with three (5) years work-related experience.</p> <p>A Bachelor's degree in Chemistry or Chemical Engineering may be substituted for (3) years of experience.</p> <p><u>Specialized Experience:</u></p> <p>One (1) year of experience with EPA test methods and (2) years [(2) years if holding a degree] of specialized experience in at least (4) of the following areas is required (qualifying experience consists of six (6) months or more in any single area):</p> <ul style="list-style-type: none"> <li>a. Chemical analysis</li> <li>b. Laboratory analysis</li> <li>c. Hazardous Waste characterization</li> <li>a. Environmental sciences</li> <li>b. Environmental services</li> <li>c. Project support</li> </ul> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p><u>Expected Capabilities:</u></p> <p>Performs laboratory tests according to prescribed standards to determine chemical and physical characteristics or composition of solid, liquid, or gaseous materials and substances for purposes such as quality control, process control, product development, or determining conformity to specifications. Sets up and adjusts laboratory apparatus and operates grinders, agitators, centrifuges, ovens, condensers, and vibrating screens to prepare material for testing according to established laboratory procedure. Tests dry and liquid substances used as ingredients in adhesives, propellants, lubricants, refractories, synthetic rubber, paint, paper, and other compounds for purity, viscosity, density, absorption or burning rate, melting point, or flash point, using viscosimeter, torsion balance scale, and pH meter. Tests solutions used in processes, such as anodizing, waterproofing, cleaning, bleaching, and pickling, for chemical strength, specific gravity, or other specifications. Tests materials for presence and content of elements or substances, such as hydrocarbons, manganese, natural grease or impurities, tungsten, sulfur, cyanide, ash or dust. Tests samples of manufactured products, such as cellophane or glassware, to verify conformity with heat resistance, tensile strength, ductibility, and other specifications. Examines materials, using microscope. Records test results on standard forms, writes test reports describing procedures used, and prepares graphs and charts. Cleans and sterilizes laboratory apparatus. May prepare chemical solutions according to standard formulae.</p>				
<b>OFFEROR is to complete information below:</b>				
<b>Name</b>	<b>Hours</b>	<b>Company and Location</b>		
<b>TOTAL MAN-HOURS:</b>		<b>3,000</b>		

**PERSONNEL QUALIFICATIONS SHEET**

Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

Title and Level	SCA Category	eCraft Code	Key	Non-Key
<b>DRAFTER II</b>	<b>29062</b>	<b>29062</b>		<b>X</b>
<p><u>Education and General Professional Experience:</u></p> <p>Technical School degree in Drafting, Illustrating or Graphic Arts with three (3) years of work-related experience including two (2) years experience in the use of the Autodesk Auto CAD application.</p> <p><u>Specialized Experience:</u></p> <p>A total of three (3) years of specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> <li>d. Production of conceptual, developmental, and production level drawings for upgraded/improved systems, including mechanical components and assemblies, electrical schematics, wiring/piping diagrams, documentation, and detailing.</li> <li>e. Preparation of drawings and documentation depicting layout, set-up, and installation requirements for new or upgraded test or maintenance facilities.</li> <li>f. Experience with structural and engineering drawings</li> <li>g. Generation of three-dimensional drawings.</li> </ul> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p><u>Expected Capabilities:</u></p> <p>Prepares various drawings of such units as construction projects or parts and assemblies, including various views, sectional profiles, irregular or reverse curves, hidden lines and small or intricate details. Work requires use of most of the convention drafting techniques and a working knowledge of the terms and procedures of the occupation. Makes arithmetic computations using standard formulas. Familiar or recurring work is assigned in general terms. Unfamiliar assignments include information on methods, procedures, source of information, and precedents to follow. Simple revisions to existing drawings may be assigned with a verbal explanation of the desired results. More complex revisions are produced from sketches or specifications that clearly depict the desired product. Typical assignments include:</p> <p>Draws base and elevation views, sections, and details of structures; revises complete sets of roadway drawings; or prepares block maps, indicating water and sewage line locations.</p> <p>Prepares and revises detail and design drawings for such projects as the construction and installation of electrical or electronic equipment, plant wiring, and the manufacture and assembly of printed circuit boards. Drawings typically include details of mountings, frames, guards, or other accessories; conduit layouts; or wiring diagrams indicating transformer sizes, conduit locations and mountings.</p>				
<b>OFFEROR is to complete information below:</b>				
<b>Name</b>	<b>Hours</b>	<b>Company and Location</b>		
<b>TOTAL MAN-HOURS:</b>	<b>18,000</b>			

**PERSONNEL QUALIFICATIONS SHEET**

Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

Title and Level	SCA Category	eCraft Code	Key	Non-Key
<b>ILLUSTRATOR II</b>	<b>13042</b>	<b>13042</b>		<b>X</b>
<p><u>Education and General Professional Experience:</u></p> <p>Technical School degree in Illustrating, Graphic Arts or Drafting with five (5) years work-related experience.</p> <p><u>Specialized Experience:</u></p> <p>A total of three (3) years of cumulative specialized experience in all of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ol style="list-style-type: none"> <li>Planning, preparing layouts, and constructing to scale three dimensional art, exploded assemblies, and cut-away views based on verbal descriptions and supplemented by engineering drawings and photographs.</li> <li>Production of flip charts, viewgraphs and slide art.</li> <li>Producing camera ready/digital publishing layouts.</li> </ol> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p><u>Expected Capabilities:</u></p> <p>Assigned to projects involving several of the common art media such as pen-and-ink, pencil, tempera, wash, oils and airbrush over a period of time. These projects require the illustrator to be proficient in the use of these media and in executing acceptable drawings of many styles. Executes drawings that have been conceived by others and presented in the form of rough sketches. Acquires information about the subject assigned to illustrate and develops a background of subject matter knowledge by carrying out illustrating assignments. Illustrating work assigned does not require prior knowledge about the subject illustrated.</p>				
<b>OFFEROR is to complete information below:</b>				
<b>Name</b>	<b>Hours</b>	<b>Company and Location</b>		
TOTAL MAN-HOURS:		3,000		



## Requisition No. N66604-3101-11X6

Solicitation No. N66604-03-R-3701

Title and Level	SCA Category	eCraft Code	Key	Non-Key
<b>WORD PROCESSOR II</b>	<b>01612</b>	<b>01612</b>		<b>X</b>
<p><u>Education and General Professional Experience:</u></p> <p>High School/Vocational School diploma or GED Certificate with two (2) years of work-related experience.</p> <p><u>Specialized Experience:</u></p> <p>A total of two (2) years of specialized experience in at least two (2) of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> <li>a. Preparing technical manuals, training manuals, instruction books, operation and maintenance manuals, program plans, technical reports, Automated Data Processing security documents</li> <li>b. Writing and formatting documents in accordance with government specifications</li> <li>c. Knowledge of government publications specifications, e.g. MIL-M-3874, GPO Style Guide</li> <li>d. Advanced ability working with Microsoft Word, Excel and PowerPoint</li> </ul> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p>.</p> <p><u>Expected capabilities:</u></p> <p>Uses a knowledge of varied and advanced functions of one software type, a knowledge of varied functions of different types of software, or a knowledge of specialized or technical terminology to perform such typical duties as:</p> <p style="padding-left: 40px;">Editing and reformatting written or electronic drafts. Examples include: Correcting function codes; adjusting spacing and formatting; and standardizing headings, margins, and indentations.</p> <p style="padding-left: 40px;">Transcribing scientific reports, lab analyses, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical or scientific terminology.</p> <p>Work requires familiarity with office terminology and practices; incumbent corrects copy and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing assignments, furnishes general instructions for recurring work, and provides specific instructions for new or unique projects. May lead lower level word processors.</p> <p>.</p>				
<b>OFFEROR is to complete information below:</b>				
<b>Name</b>	<b>Hours</b>	<b>Company and Location</b>		
TOTAL MAN-HOURS:		15,000		

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <b>SECRET</b> b. LEVEL OF SAFEGUARDING REQUIRED <b>NONE</b>							
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>				<b>3. THIS SPECIFICATION IS:</b> <i>(x and complete as applicable)</i>							
a. PRIME CONTRACT NUMBER  		X		a. ORIGINAL <i>(Complete date in all cases)</i> Date (YYMMDD) <b>030110</b>							
b. SUBCONTRACT NUMBER  				b. REVISED <i>(Supersedes all previous specs)</i> Revision No.	Date (YYMMDD)						
c. SOLICITATION OR OTHER NUMBER X <b>N66604-2161-0003</b>		Due Date (YYMMDD)		c. FINAL <i>(Complete item 5 in all cases)</i> Date (YYMMDD)							
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under <b>N66604-99-D-0127</b> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.											
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.											
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i> a. NAME, ADDRESS, AND ZIP CODE <b>THIS DD 254 IS FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE FORWARDED UPON AWARDED CONTRACT</b>						b. CAGE  		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>  			
<b>7. SUBCONTRACTOR</b> a. NAME, ADDRESS, AND ZIP CODE  						b. CAGE  		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>  			
<b>8. ACTUAL PERFORMANCE</b> a. LOCATION  						b. CAGE  		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>  			
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> <p style="text-align: center;">THE CONTRACTOR SHALL PROVIDE ENVIROMENTAL ENGINEERING, SAFETY AND OCCUPATIONAL HEALTH, OPERATIONAL SECURITY, FACILITY RELATED TECHNICAL AND ADMINISTRATIVE SERVICES TO SUPPORT THE NUWCDIVNPT IN THE FOLLOWING AREAS.</p>											
<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>				<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>		YES	NO	YES	NO		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION							X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X	
b. RESTRICTED DATA							X	b. RECEIVED CLASSIFIED DOCUMENTS ONLY			X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION							X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL			X
d. FORMERLY RESTRICTED DATA							X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			X
e. INTELLIGENCE INFORMATION:							X	e. PERFORM SERVICES ONLY		X	
(1) Sensitive Compartmented Information (SCI)							X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			X
(2) Non-SCI							X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			X
f. SPECIAL ACCESS INFORMATION							X	h. REQUIRE A COMSEC ACCOUNT			X
g. NATO INFORMATION							X	i. HAVE TEMPEST REQUIREMENTS			X
h. FOREIGN GOVERNMENT INFORMATION							X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			X
i. LIMITED DISSEMINATION INFORMATION							X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			X
j. FOR OFFICIAL USE ONLY INFORMATION				X				l. OTHER <i>(Specify)</i>			X
k. OTHER <i>(Specify)</i>							X				

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.  
*In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.*

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

CONTRACT IS FOR ENGINEERING AND ADMINISTRATIVE SERVICES. CLASSIFICATION MARKINGS ON THE MATERIAL TO BE FURNISHED WILL PROVIDE THE CLASSIFICATION GUIDANCE FOR PERFORMANCE OF THIS CONTRACT. UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) OR APPROPRIATE CLASSIFICATION GUIDE FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT.

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS SECRET.

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE

5 YEARS

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

TOM COOK, CODE 551, (401) 832-5853

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. *(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements.*

*Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)*

☐

YES

☒

X

NO

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)*

☐

YES

☒

X

NO

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

KIM HOLDER

b. TITLE

Contracting Officer

c. TELEPHONE (Include Area Code)

401-832-1931

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport  
Code 553, B-80  
1176 Howell St., Newport, RI 02841

e. SIGNATURE

*Kim Holder*

**17. REQUIRED DISTRIBUTION**

☒

a. CONTRACTOR

☐

b. SUBCONTRACTOR

☒

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☐

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒

e. ADMINISTRATIVE CONTRACTING OFFICER

☒

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).

## **CONTRACT ADMINISTRATION MASTER PLAN (CAMP)**

Naval Undersea Warfare Center Division, Newport  
Contract Administration Master Plan No. 94-1

Subj: **CONTRACT ADMINISTRATION MASTER PLAN (CAMP) FOR CONTRACTOR SUPPORT OR  
CONTRACTOR ENGINEERING AND TECHNICAL SERVICES**

Ref: (a) NAVSUPINST 4330.7 Service Contract Administration

1. This Master Plan covers services that the Procuring Contracting Officer(PCO) determines shall be obtained on a Cost Plus Fixed Fee, Labor Hour, or Time and Material basis which are contracted for with a performance oriented statement of work (SOW). For those actions not covered under this Master Plan, a separate Contract Administration Plan (CAP) will be generated by the PCO. The contract specifications will cover performance of technically complex work which will involve intensive quality assurance surveillance and cost and performance monitoring by technical or engineering specialists within NUWCDIVNPT Technical and Business Departments. Performance of some of the contract administration functions solely by the Defense Contract Management Command (DCMC) is not practical. Therefore, the contract administration functions will be delegated to a Contracting Officer's Representative (COR) to assist the PCO in administration of the subject class of contracts and any orders issued under the contract.

2. Contracting Officer's Representative (COR) duties are detailed in Attachment 4A. Only those individuals who have received COR training and possess the requisite technical skills and experience to effectively monitor the subject services will be appointed CORs under this plan. The Commercial Acquisition Department, Code 59, has the responsibility to ensure that personnel appointed as CORs to perform duties in connection with contracts subject to this plan have the necessary qualifications to satisfactorily perform required duties, and are properly monitored to determine they are performing assigned duties. If at any time Code 59 determines assigned duties are not being performed in a satisfactory manner, Code 59 shall take immediate action to advise the respective Department Head so that corrective action (including replacement of personnel, if required) may be taken.

3. A copy of each delegation and rescission of delegation made pursuant to paragraphs 1 and 2 of this plan shall be made a part of the contract files. The Contract must indicate the specific COR responsible for administering services under the particular contract.

4. The PCO shall screen procurement requests for the subject services to determine if they are the type that fall under the provisions of this Master Plan.

## CONTRACT ADMINISTRATION MASTER PLAN (CAMP)

Naval Undersea Warfare Center Division, Newport  
Contract Administration Master Plan No. 94-1

### COR RESPONSIBILITIES

The COR acts as the representative for the Contracting Officer by performing the following duties:

- a. Monitors contractor performance.
- b. Accomplishes on-site surveillance at NUWCDIVNPT or contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the SOW set forth in the contract or order.
- e. Monitors the use of Government furnished material, property and equipment.
- f. Inspects and accepts or rejects contract services/deliverables and certifies invoices.
- g. Establishes and maintains a standard COR file on assigned contracts/orders.
- h. Notifies the Contracting Officer of any problems in the above areas, and of any anticipated overrun of the estimated or ceiling price of the contract or order.
- i. Provides a written evaluation of contractor performance, via the "Contractor Performance Evaluation Report", to the PCO.
- j. Reviews procurement request prepared by the procurement originator to ensure that it presents a clear description of work to be accomplished and data to be delivered; and reviews or assists the procurement originator in preparing the independent Government estimate of resources (i.e., types and amount of labor, material, travel, etc.) required to perform the work described.

## **GOVERNMENT PROPERTY MADE AVAILABLE**

(a) The following are located at NUWCDIVNPT or other sites as may be noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

- (1) LABORATORY FACILITIES – None
- (2) LABORATORY EQUIPMENT – Sampling equipment for taking water samples as required.
- (3) OFFICE FACILITIES
  - i. Department Head, Code 55, B-11, Approx. 160 sq. ft.
  - ii. Environmental Division, Code 551, B-11, Approx. 480
  - iii. Security Division, Code 553, B-80, Approx. 240 sq. ft.
- (4) OFFICE EQUIPMENT – 11 Desks, 11 Chairs, 11 Telephones, 16 Binder Bins, 2 File Cabinets
- (5) COMPUTER EQUIPMENT – 11 Desktop PCs, 1 Laptop PC
- (6) SOFTWARE – Microsoft Office Suite and other software as required
- (7) OTHER – None

**Award Term Plan  
for  
Environmental, Safety, Occupational Health and Facility-Related Services  
Solicitation N66604-03-R-3701**

- 1.0 Introduction: This award term plan provides the basis for evaluation of the Contractor's overall performance under a contract resulting from Solicitation N66604-03-R-3701 and for determining if the Contractor has earned an Award Term.
- 2.0 Performance Ratings: Overall performance will be evaluated and assigned one of the following ratings:
- Outstanding
  - Satisfactory
  - Unsatisfactory

The standards associated with these ratings are given in Attachment #6A.

- 3.0 Incentive: A performance rating of "Outstanding" will earn the Contractor a twelve-month award term extension. A "Satisfactory" rating will earn no additional term while an "Unsatisfactory" rating may result in cancellation of a previously awarded term.

Performance will continue to be evaluated per this plan, and the Contractor may continue to earn additional term until the 5 year maximum available award term incentive has been earned, the contract ends, or the award term incentive feature of the contract is discontinued. See the Award Term Clause in the Contract.

- 4.0 Incentive Objectives: The award term incentive has been included in this contract in order to promote excellent performance in the following areas:
- Task Performance
  - Contract Management
  - Cost Efficiency.

- 5.0 Performance Evaluation Criteria: To determine the degree to which the Contractor has met the objectives, the Contractor's performance will be evaluated using criteria and standards provided for each objective and identified in Attachment #6B.

N66604-3101-11X6  
N66604-03-R-3701  
Attachment #6



6.0 Organization. The performance evaluation organization consists of the Procuring Contracting Officer (PCO), the Term Determining Official (TDO), and the Performance Evaluation Board (PEB).

- (a) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process and maintaining the official performance evaluation file.
- (b) Term Determining Official (TDO): The TDO is responsible for making award term determinations. The COR will be the TDO.
- (c) Performance Evaluation Board (PEB): The PEB is responsible for reviewing Contractor performance and making recommendations to the TDO concerning evaluation ratings. PEB members will be selected by the TDO and will generally consist of the following individuals:
  - Chairperson
  - Contracting Office representative (usually the Contract Negotiator)
  - Up to two additional Government individuals familiar with and involved in the tasking to be evaluated (Typically, task order POCs.)

Chairperson: The Chairperson is responsible for obtaining the information needed to evaluate Contractor performance. The Chairperson is responsible for conducting the PEB meetings, and for properly evaluating and documenting Contractor performance during the evaluation period. The Chairperson is responsible for submitting the PEB Evaluation Report to the TDO. The chair coordinates the performance monitoring efforts of the Task Order POCs and maintains the written records of the Contractor's performance so that a fair and accurate evaluation is obtained. The chair coordinates and compiles interim and final evaluation reports in conjunction with the PEB.

Contracting Office representative (Contract Negotiator): The Contracting Office representative (Contract Negotiator) is the liaison between Contractor and Government personnel for contractual matters. The Contract Negotiator provides support to the PEB as requested by the Chairperson.

Task Order Points of Contact (POCs): POCs provide ongoing performance monitoring for their assigned task orders. POCs evaluate task performance based on the PRS, SOW Attachment 1A, and prepare interim and end-of-period evaluation reports. POCs assist the PCO, TDO and PEB as necessary.

N66604-3101-11X6  
N66604-03-R-3701  
Attachment #6

- 7.0 Evaluation Schedule: Each performance evaluation period will be 12 months in length and will be divided into 3 four-month interim evaluation periods. Following each interim evaluation period, the PCO (or Contract Negotiator if so designated by the PCO) and the COR will hold a meeting with the STR to review performance including overall trends, specific problem areas, if any, and their resolution. Other Government and Contractor personnel may also participate as deemed appropriate by the PCO (or Contract Negotiator).
- 8.0 Contractor's Self-Evaluation: The Contractor may submit a self-evaluation for consideration during the award-determination process. To be considered, the report must be submitted to the PCO within fourteen (14) working days after the end of an evaluation period. The report must include an overall performance rating and may include whatever information the Contractor deems relevant to support that rating. The report shall not exceed five (5) pages in length.
- 9.0 Award Term Determination: The TDO will make an award term determination at the end of each evaluation period. The determination will be based upon the Performance Evaluation Board's recommendation, the Contractor's Self-Evaluation and any other information deemed relevant by the TDO. The TDO will submit the determination with supporting documentation to the PCO. The PCO will modify the contract if an Award Term is awarded. The TDO's decision is unilateral and final, subject only to the Disputes clause.

Overall Performance Ratings and Standards:

<b>Overall Performance Rating</b>	<b>Standard</b>
Outstanding	A combination of “Outstanding” and “Satisfactory” ratings determined by the TDO to exceed “Satisfactory” overall.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criterion or criteria.

Performance Evaluation Criteria and Standards:

**Task Performance**

<b>Criterion</b>	<b>UNSATISFACTORY</b>	<b>SATISFACTORY</b>	<b>OUTSTANDING</b>
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Work Product	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance requirements Summary Table, Attachment (1A) to the SOW.	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance requirements Summary Table, Attachment (1A) to the SOW.	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance requirements Summary Table, Attachment (1A) to the SOW.
Problem Resolution	Problem was never resolved or took repeated Government efforts to resolve.	Problem was resolved quickly with minimal Government involvement.	Either no problems occurred or the Contractor took corrective action without Government involvement.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to Government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to Government requests.	Contractor regularly delivers early or is ahead of schedule. Contractor anticipates Government requests.

N66604-3101-11X6  
N66604-03-R-3701  
Attachment #6B

### **Contract Management**

<b>CRITERION</b>	<b>UNSATISFACTORY</b>	<b>SATISFACTORY</b>	<b>OUTSTANDING</b>
Problem Identification and Resolution	Contractor fails to identify problems in a timely manner. Solutions, when and if implemented, have a serious negative impact on cost and schedule.	Contractor identifies problems in a timely manner. Contractor provides sufficient information on alternate solutions. Solutions are implemented with limited adverse impact to estimated cost and schedule.	Contractor practices proactive management to identify and anticipate problems prior to adverse impact. Contractor provides organized and detailed alternatives including risk assessments, trade off analysis between cost, schedule and performance, plan of action and implementation schedule. Solutions are implemented with no impact to estimated cost and schedule.
Organization	Organizational structure fails to assign qualified personnel with responsibility and authority necessary to achieve project goals. Lines of communication fail to facilitate timely exchange of information, both technical and contractual, in order to meet project goals.	Organizational structure provides for qualified personnel assigned with responsibility and authority necessary to achieve project goals. Lines of communication facilitate timely exchange of information, both technical and contractual, in order to meet project goals.	Organizational structure provides for highly qualified personnel assigned with responsibility and authority necessary to achieve project goals ahead of schedule and within estimated cost. Lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information, both technical and contractual, in order to meet project goals.

N66604-3101-11X6  
N66604-03-R-3701  
Attachment #6B

**COST EFFICIENCY**

<b>CRITERION</b>	<b>UNSATISFACTORY</b>	<b>SATISFACTORY</b>	<b>OUTSTANDING</b>
Cost Controls	Contractor does not provide measures for controlling staff costs and does not controlsubcontracting cost performance to meet program objectives.	Contractor provides measures for controlling all costs in relation to estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis in recommendations to Government for resolution to problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Use of Funds and Resources	Funds and resources are used inefficiently in pursuing program goals and result in resource management problems. Problems are not addressed. When provided, analyses of problems are not accurate.	Contractor takes the initiative to reduce costs, including travel, where feasible. Financial reporting is clear and accurate. Problems are addressed, and an analysis is also submitted.	Contractor is responsive to cost control measures implemented by the Government. Financial reporting is clear, accurate, and pro-active. Problems are addressed thoroughly, and the Contractor's recommendations and/or corrective plans are implemented and effective.

N66604-3101-11X6  
N66604-03-R-3701  
Attachment #6B

**PERSONNEL DATA FORM**

NAME \_\_\_\_\_

PRESENT EMPLOYER \_\_\_\_\_ LOCATION \_\_\_\_\_

LABOR CATEGORY \_\_\_\_\_ YEARS PERTINENT EXPERIENCE \_\_\_\_\_

EDUCATION \_\_\_\_\_

Degree	Subject	Year	School
--------	---------	------	--------

SECURITY CLEARANCE \_\_\_\_\_ TRAINING \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXPERIENCE ELEMENT: \_\_\_\_\_

TIME PERIOD: \_\_\_\_\_ OCCASION: \_\_\_\_\_

NARRATIVE: \_\_\_\_\_

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EXPERIENCE ELEMENT: \_\_\_\_\_

TIME PERIOD: \_\_\_\_\_ OCCASION: \_\_\_\_\_

NARRATIVE: \_\_\_\_\_

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EXPERIENCE ELEMENT: \_\_\_\_\_

TIME PERIOD: \_\_\_\_\_ OCCASION: \_\_\_\_\_

NARRATIVE: \_\_\_\_\_

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*(Continue as necessary.)*

## COST SUMMARY SHEET

RFP No. \_\_\_\_\_

Contractor \_\_\_\_\_ ( ) Subcontractor to \_\_\_\_\_

**NOTE: Provide one Cost Summary Sheet for the total of all six CLINs with supporting cost data. Also, provide a Cost Summary Sheet for each of the six CLINs without supporting cost data unless the cost data for a CLIN varies from the supporting data for the total of all CLINs (e.g., different personnel proposed).**

### MATERIAL

Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Interdivisional Transfers _____	\$ _____
* Travel and Subsistence _____	\$ _____
* Other Material _____	\$ _____
** Relocation _____	\$ _____
** Telephone _____	\$ _____
** Leases _____	\$ _____
** Royalties _____	\$ _____
** Equipment _____	\$ _____
** Parking _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
FY ____ FY ____ FY ____ FY ____	
Material Handling Rates: ____ % ____ % ____ % ____ %	\$ _____
Subtotal	\$ _____

### LABOR

Labor costs (no Overtime Premium) _____	\$ _____
Overtime Premium _____	\$ _____
Effective date of Labor rates _____	
Annual Escalation Rate: _____ %	
<b>INDIRECT COSTS</b> FY ____ FY ____ FY ____ FY ____	
*** Fringe Benefits Rates: ____ % ____ % ____ % ____ %	\$ _____
*** Overhead Rates: ____ % ____ % ____ % ____ %	\$ _____
*** Other Indirect Rates: ____ % ____ % ____ % ____ %	\$ _____
*** Gen. & Admin. Rates: ____ % ____ % ____ % ____ %	\$ _____
Annual Accounting Period begins: _____	
<b>Other</b> _____	\$ _____
<b>FCCM Treasury Rate:</b> ____ %	\$ _____
<b>Cost Total</b>	\$ _____
<b>Fee</b>	\$ _____
<b>CPFF Total</b>	\$ _____

\* Estimates from provision entitled "Cost Proposal"

\*\* See the clause in Section H entitled "Travel and Material Costs"

\*\*\* FY denotes Contractor's fiscal year.  
If rates are too complex to fit, provide schedule.  
If rates differ in later years, provide a separate schedule.



## **COMMENTS IN THE INTEREST OF COMPETITION**

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport  
Competition Advocate c/o Code 59, Building 11  
Simonpietri Drive  
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.